

# AGENDA REQUEST FORM

**Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232**

Prepared by: Deborah Clausing  
Department: Prosecuting Attorney's Office  
Requested Agenda Date: 04/12/2022  
Presenting: \_\_\_\_\_  
Document Title:

Board of County Commissioners Assigned  
**BOCC Agreement**  
# **110 - 2022**  
Yakima County, WA

APPROVED FOR AGENDA:  
 Consent       Regular  
Board of County Commissioners Determined

Personal Services Agreement AB Cleanly Cleaning Services

Action Requested: *Check Applicable Box*


PASS RESOLUTION     EXECUTE or AMEND **AGREEMENT** CONTRACT or GRANT  
 ISSUE PROCLAMATION    PASS ORDINANCE    OTHER \_\_\_\_\_

Describe Fiscal Impact:  
\$70.00 per hour for cleaning services at the Child Support Office located in Kittitas County. This service is 100% reimbursed by the State of WA - DSHS grant.

Background Information:  
Yakima County Prosecuting Attorney's office has responsibility over Child Support Enforcement cases in Kittitas County (as well as Grant and Yakima Counties). This one-person office will be thoroughly cleaned every other month by AB Cleanly Cleaning Service.

Summary & Recommendation:  
Recommend approval.

Motion:  
\_\_\_\_\_

Department Head/ Elected Official  
  
Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial SJW

Late Agenda Requests Require BOCC Chairman Signature:  
\_\_\_\_\_

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into between YAKIMA COUNTY, Washington, hereinafter "County", whose address is 128 North 2<sup>nd</sup> Street, Yakima, Washington 98901, and "Contractor", more specifically identified as

Name: **A&B Cleanly Cleaning Services, LLC**  
Street: 8660 HWY 97  
City, State Zip: Ellensburg, WA 98926

Washington State Department of Revenue No. 604373704

### WITNESSETH:

In consideration of the terms and conditions contained, the parties hereto agree as follows:

1. **Project.** Contractor agrees to do all work and furnish all materials necessary for performing the work in accordance with this Agreement. An estimate containing a description of the work is attached. Services will be performed on a semi-monthly basis (January, March, May, July, September, November).
2. **Amendments.** This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties. All terms of the attached bid documents are incorporated herein by this reference.
3. **Consideration.** The County shall compensate Contractor at the rate of \$ 70.00 per hour for each hour worked. The County shall not compensate the Contractor for mileage. The Contractor will submit a monthly invoice for payment of services. (Attachment A)
4. **Independent contractor.** The parties agree that, for the purposes of this Agreement, the Contractor is an independent contractor and neither the Contractor nor any employee of the Contractor is an employee of the County. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that Yakima County provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
5. **Nondiscrimination.** The Contractor agrees that it shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

The Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

6. **Assignment.** The Contractor shall not assign or subcontract any portion of the contracted activities without obtaining prior written approval from the County.
7. **Termination.** Either party may terminate this contract upon sixty days written notice sent by certified mail to the addresses listed above.

If the funds the County relied upon to establish this Agreement are withdrawn, reduced or limited, or if additional Professional Services Agreement - Page 1

or modified conditions are placed on such funding, the County may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.

**8. Indemnification.**

8.1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold the County and its officers, officials, employees, agents, and volunteers harmless from and against all claims, damages, losses, or expenses including without limitation attorney fees, court costs, or other alternate dispute resolution costs arising out of or resulting from the performance of work under this Agreement, provided that any such claims, damages, losses or expenses are attributable to bodily injury, sickness, disease, death, personal injury, or property damage caused in whole or in part by the negligent acts, errors, or omissions of Contractor, Contractor's subcontractors, anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable.

8.2 Contractor's Waiver of Employer's Immunity under Title 51 RCW. Contractor intends that its indemnification, defense, and hold harmless obligations set forth in this contract shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, with respect to any action brought by any employee of the Contractor against the County and its officers, employees, agents, and volunteers, Contractor specifically and to the fullest extent allowed by law waives any immunity granted under Title 51 RCW. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement to comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, respect to any action brought by any employee of the subcontractor against the County or any of its officers, employees, agents, and volunteers. The provisions of this section shall survive the expiration or termination of this Agreement.

8.3 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

8.4 A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this [Contract/Agreement] unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

9. **Liability insurance.** Commercial General Liability insurance at a limit of liability not less than \$2,000,000 Each Occurrence, and \$5,000,000 General Aggregate per project. Insurance shall be written on ISO occurrence form CG 00 01 or an alternate form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limiting Products Completed, Operations, or Contractual Liability Cross Liability. Yakima County, its officers, employees, agents, and volunteers shall be named as Additional Insureds under the coverage with respect to the work performed under this Agreement. Such insurance shall provide that Yakima County, its officers, employees, agents and volunteers are Primary Additional Insureds under such insurance. The coverage provided under such insurance for such Primary Additional Insureds shall be primary and not contributory to any other coverage that may be available to such Primary Additional Insureds. Business Automobile Liability insurance at a combined single limit of liability for bodily injury and property damage not less than \$2,000,000 Each Occurrence covering all Owned, Non-owned, Hired, and leased automobiles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equal or broader liability coverage. In the event the Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way

of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If necessary, the policy shall be endorsed to provide contractual liability coverage.

10. **Verification of coverage.** Prior to execution of this Agreement, Contractor shall furnish the County with original Certificates of Insurance and a copy of any amendatory endorsement, including without limitation, the Additional Insured Endorsement, evidencing the insurance requirements.
11. **Debarment Certification.** The Contractor, by signature to this Contract, certifies the Contractor, its Principles and any Sub recipients are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above language notification requirement in any and all Subcontracts into which it enters. The Contractor shall immediately notify the County if, during the term of this Contract, the Contractor, its Principles or Sub recipients becomes debarred. The County may immediately terminate this Contract by providing the Contractor written notice if the Contractor becomes debarred during the term of this Contract.
12. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Agreement.
13. **Severability.** If any term of this Agreement is held invalid by any court, the remainder of the Agreement remains valid and in full force and effect.
14. **Records.** The Contractor agrees to maintain records and documents which accurately reflect all direct and indirect costs related to the delivery of contracted services. The Contractor further agrees to retain all fiscal and program records and other material relevant to this Agreement for at least seven years. Fiscal records must be retained until all audits are resolved.


The Contractor shall, at no cost, provide to the County and the Office of the State Auditor reasonable access to the Contractor's records. These inspection rights are intended to allow the County and the State Auditor to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Agreement terms. These inspection rights shall survive seven years following this Agreement's termination or expiration.

15. **Designated Contacts:**

Jackie McNealy, Kittitas Co. Support Division 509-962-7521

Deborah Clausing, Operations Manager – Yakima County Prosecutor's Office 509-574-1309

16. **Double Payment Prohibited.** The Contractor shall not bill the County for any services, in whole or in part, which have been reimbursed or will be reimbursed by another source. In the event payment is received from another source subsequent to receiving payment from the County, the Contractor shall deduct the amount from the next regular billing.
17. **Laws, venue, jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.
18. **Term.** The period of this contract shall be from **February 1, 2022 to February 1, 2024 (2 years)**.

Contractor Signature:   
A&B Cleanly Cleaning Service, LLC.

Date: 4-4-22

**Agreement Number**

BOARD OF YAKIMA COUNTY COMMISSIONERS

\_\_\_\_\_  
Amanda McKinney, Chair

\_\_\_\_\_  
LaDon Linde, Commissioner

\_\_\_\_\_  
Ron Anderson, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

**DATED**      **APR 12 2022**

*Attest:*

\_\_\_\_\_  
Julie Lawrence, *Clerk of the Board*

**Approved as to Form:**

\_\_\_\_\_  
*Deputy Prosecuting Attorney*

**BOARD OF YAKIMA COUNTY COMMISSIONERS  
AGREEMENT**

**Agreement Number**

BOCC Agreement

**110 - 2022**

Yakima County, WA

BOARD OF YAKIMA COUNTY COMMISSIONERS

\_\_\_\_\_  
Amanda McKinney, Chair

\_\_\_\_\_  
LaDon Linde, Commissioner

\_\_\_\_\_  
Ron Anderson, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

**DATED**

*Attest:*      **APR 12 2022**

\_\_\_\_\_  
Julie Lawrence, *Clerk of the Board*

**Approved as to Form:**

*Stefanie Weigand*  
\_\_\_\_\_  
*Deputy Prosecuting Attorney*