C-2015-5

PEND OREILLE COUNTY
AND
THE WESLEY GROUP

CONTRACT FOR PROFESSIONAL SERVICES

This contract entered into between the Pend Oreille County, hereinafter called "County", and The Wesley Group, hereinafter called "Contractor", is effective as of April 1, 2015. For and in consideration of the mutual promises and covenants exchanged herein, the parties agree as follows:

ARTICLE I - SERVICES

The Contractor shall perform as principal spokesperson for the County in bargaining all labor agreements with represented County units. Services shall include development of bargaining plans, drafting of proposals, advice and recommendations to County officials and administrative staff, and if at all possible, bring the negotiations to their conclusion resulting in working contracts between the County and the interested bargaining units. The Contractor further agrees to represent the County on an as-needed basis in providing personnel/human resource management advice, contract interpretation, in grievances, arbitrations and in hearings, if any, before the Public Employment Relations Commission.

ARTICLE II - AGENCY SUPPORT AND ASSISTANCE

The County shall support the bargaining effort by providing parameters; reasonable assistance in preparation for bargaining; financial and clerical support as is mutually determined to be necessary (on-site typing, copying, etc.).

ARTICLE III - CONSIDERATION

In consideration of the Contractor's performance hereunder, the County shall pay the sum of Fourteen Thousand Four hundred Dollars ($14,400.00). Payments shall be in twelve (12) monthly installments beginning April 1, 2015. Each monthly payment to be One Thousand Two Hundred Dollars ($1200.00). Further, the County shall pay the Contractor at the rate of One Hundred $100.00 dollars per hour for all work preformed related to interest arbitration proceedings. Telephone toll charges, clerical, postage and copying costs shall be reimbursed at actual cost. Mileage will be reimbursed at 58.5 cents per mile, Kennewick to Pend Oreille County Courthouse and return. Meals and lodging incurred in the event of extended bargaining or consultation with County officials to be reimbursed at actual cost.

COPY

ARTICLE IV - HOLD HARMLESS

The Contractor shall hold and save the County, its officers, agents and employees harmless from liability of any kind, including costs and expenses for and or on account of any or all suits, judgments, or damages of any character whatsoever, resulting from injuries or damages sustained by person or persons or property by virtue of performance of this contract.

ARTICLE V – INDEPENDENT CONTRACTOR

The Contractor hereunder shall act in an independent capacity and not as an officer or employee or agent of the County in the performance of this contract.

ARTICLE VI - TERM OF CONTRACT

This contract shall be effective for the period beginning with April 1, 2015 through March 31, 2016.

Contractor	Pend Oreille County
Kevin Wesley, President The Wesley Group	Commissioner Chair
1/20/2015 Date	Jan 26, 2015 Date

Attest: Clerk of the Board

01/26/2015
Date