

**PACIFIC COUNTY
PO BOX 187
SOUTH BEND, WA 98586**

**CONTINUITY OF OPERATIONS PLANNING (COOP)
PROFESSIONAL SERVICES AGREEMENT**

This Agreement ("Agreement") dated this ___ day of _____, 2016 is between Pacific County (County), 300 Memorial Drive, South Bend, WA 98586 and BOLDPlanning (Consultant), 4515 Harding Pike Suite 325, Nashville, TN 37205.

TYPE OF AGREEMENT: Professional Services Agreement – Continuity of Operations Planning

Whereas, Consultant is in the business of providing certain consulting services and is willing to provide such services to Pacific County; and

Whereas, Pacific County desires to utilize Consultant's services as provided for herein.

Now, therefore, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. General Terms and Conditions

The general terms and conditions of this Agreement are set forth in Appendix A, attached hereto and incorporated herein by reference.

2. Scope of Work

Consultant shall provide the services set forth in Appendix B, attached hereto and incorporated herein by reference ("Services"). Consultant shall furnish all reports and deliverables as set forth in Appendix B in accordance with the terms set forth therein (hereafter "Deliverables").

3. Period of Performance

The period of this Agreement shall be one year(s) from the signing of this Agreement and may be renewed for successive 1-year periods subject to adjustments of costs and fees to be agreed upon in writing.

4. Fees and Payment

In consideration of Services performed hereunder, Pacific County shall pay Consultant in accordance with Appendix C.

Initials ___/___

Payment terms for the Agreement shall be in accordance with paragraph 8 of Appendix A.

5. Notice

Any notice given by either party shall be in writing and shall be given by registered or certified mail, return receipt requested, postage prepaid, UPS or Federal Express, shipped prepaid, addressed to the parties at the addresses herein designated for each party or at such other addresses as they may hereafter designate in writing.

| | |
|---|--------------------------------|
| Stephanie Fritts, Director Pacific County Emergency Management Agency | Peter Hodes BOLDplanning |
| PO Box 27 | 4515 Harding Pike Suite 325 |
| South Bend, WA 98586 | Nashville, TN 37205 |
| Phone: 360.875.9340 | Phone (615) 469-5558 |
| Fax: 360.875.9342 | |
| Email: sfritts@co.pacific.wa.us | Email: fulton@boldplanning.com |

Initials ___ / ___

6. Entire Agreement

Both parties acknowledge that they have read this Agreement, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

In Witness Whereof, Pacific County and Consultant have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

For Pacific County:

For BOLDplanning:

Frank Wolfe, Chair Pacific County
Board of County Commissioners

Peter Hodes, CEO

Steve Rogers, Commissioner
District 1

Lisa Ayers, Commissioner
District 3

ATTEST:

Marie Guernsey
Clerk of the Board

APPROVED AS TO FORM:

Mark McClain, Prosecuting Attorney

Initials ___ / ___

APPENDIX A

GENERAL TERMS & CONDITIONS

1. CONSULTANT'S RESPONSIBILITIES. Consultant/Contractor ("Consultant") shall perform the Services utilizing the standard of care normally exercised by professional consulting firms in performing comparable services under similar conditions. Consultant makes no other warranties, express or implied, except as specifically set forth in this agreement.

2. PACIFIC COUNTY RESPONSIBILITIES. PACIFIC COUNTY shall provide site access to the site or facility at which the Services are to be performed at such times as may reasonably be required by Consultant, and shall make timely payments in accordance with the terms and conditions of this Agreement. Time is of the essence.

To the extent PACIFIC COUNTY has access to information relating to the Services to be performed, PACIFIC COUNTY shall provide such information as is reasonably available and appropriate for the efficient performance of the Services ("Information"). Such information includes, but is not limited to, available site history and the identification, location, quantity, concentration and character of known or suspected hazardous conditions, wastes, substances or materials that are likely to pose a significant risk to human life, health, safety or to the environment. Consultant shall be entitled to rely upon the Information provided by the PACIFIC COUNTY or PACIFIC COUNTY's agents without independent verification except to the extent set forth herein and shall bear no liability arising from such reasonable reliance.

3. COMMENCEMENT AND COMPLETION OF THE SERVICES. The Services shall commence and shall be completed on the respective dates specified in this Agreement or, in the absence of such specification, as soon as good practice and due diligence reasonably permit.

4. PROPRIETARY INFORMATION/PUBLIC RECORDS ACT. This agreement is subject to the Public Records Act governed by RCW 42.56.

Proprietary confidential information ("Proprietary Information") developed or disclosed by either party under this Agreement shall be clearly labeled and identified as Proprietary Information by the disclosing party at the time of disclosure. When concurrent written identification of Proprietary Information is not feasible at the time of such disclosure, the disclosing party shall provide such identification in writing promptly thereafter.

Proprietary Information shall not be disclosed to any other person except to those individuals who need access to such Proprietary Information as needed to ensure proper performance of the Services.

Initials ___/___

Neither party shall be liable for disclosure or use of Proprietary Information which: (1) is generally available to the public without breach of this Agreement; (2) is disclosed with the prior written approval of the disclosing party; or (3) is required to be released by applicable law or court order.

Each party shall return all Proprietary Information relating to this Agreement to the disclosing party upon request of the disclosing party or upon termination of this Agreement, whichever occurs first. Each party shall have the right to retain a copy of the Proprietary Information for its internal records and subject to ongoing compliance with the restrictions set forth in this Section. This Section shall survive termination of this Agreement.

This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Contractor shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Contractor and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

Contractor agrees to indemnify and, to the greatest extent legally possible, to hold harmless the County in any action by a third party due to the negligence, recklessness or intentional actions by the Contractor relating to its performance of this contract. This includes any lawsuit filed by a third party for the County's allegedly improper release of confidential or proprietary information pursuant to a public records request.

5. DELIVERABLES. Upon payment in full for the Services, and unless otherwise agreed ("Deliverables") shall be the property of PACIFIC COUNTY. The Consultant shall not disclose the Deliverables relating to the Services to a third party without the prior written authorization of PACIFIC COUNTY. PACIFIC COUNTY shall be solely responsible for any disclosure of the Deliverables, which may be required by law and agrees to indemnify and hold Consultant harmless for any loss, liability, or claim resulting from PACIFIC COUNTY's failure to make such disclosure and fully indemnify Consultant. Where applicable law requires immediate disclosure by the Consultant, Consultant shall make its best efforts to give prior notice to PACIFIC

Initials ___ / ___

COUNTY. At PACIFIC COUNTY's request and expense, Consultant will assist PACIFIC COUNTY in making such disclosures as may be required by law.

Notwithstanding the foregoing provisions of this Clause, PACIFIC COUNTY acknowledges that in the course of its performance under the Contract the Consultant may use products, materials and methodologies proprietary to the Consultant, and PACIFIC COUNTY agrees that it shall have or obtain no rights in such proprietary products, materials and methodologies except pursuant to a separate written agreement (if any) executed by the parties.

7. INDEMNIFICATION. Each Party (the "Indemnified Party"), its officers, directors, agents, and employees harmless from and against any and all claims, liabilities, demands, judgments, losses, costs, expenses (including reasonable attorney's fees), suits, or damages arising by reason of bodily injury, death or damage to a third party's tangible property sustained by any person or entity (whether or not a party to this Agreement) caused by or attributable to an action of gross negligence or willful misconduct of the Indemnifying Party or an officer, director, agent or employee of Indemnifying Party.

8. ACCEPTANCE. PACIFIC COUNTY shall have twenty-one (21) days from the date each deliverable is made to PACIFIC COUNTY to reject all or part of each Deliverable. Each Deliverable, to the extent not rejected in writing by PACIFIC COUNTY, shall be deemed accepted.

9. PAYMENT TERMS. Detailed invoices (travel, supplies, labor) will be submitted at the completion of each Deliverable and are due upon receipt. The total of invoices shall not exceed \$16,850.00. Timely payment is a material part of the consideration for the performance of the Services. Time is of the essence.

In the event that invoicing or payment has not occurred in accordance with the terms of this Agreement, in addition to any other remedy, which County or Consultant may have under law or equity, County or Consultant may stop work immediately, without further duty, obligation, and/or liability.

10. CONTRACT CEILING PRICE. For time and material or unit price contracts with a contract ceiling, if at any time Consultant has reason to believe that an increase in such limitation will be necessary, it will give prior notice to that effect providing a written estimate to complete the Services and proposing a new limitation figure and giving appropriate supporting data so that PACIFIC COUNTY may, at its sole discretion, increase such limitation by written modification to this Agreement.

Consultant shall not be required to perform the Services to the extent that such performance exceeds the ceiling price of this Agreement. In the event of a dispute relating to the contract-ceiling price, such dispute shall be resolved in accordance with the Disputes clause of this Agreement.

Initials ___ / ___

11. CURRENCY OF PAYMENT. Unless otherwise set forth in this Agreement, all payments shall be made in United States Dollars (\$US). Where exchange rates are involved, the rate of exchange between \$US and the other currency involved in the transaction shall be the rate of exchange as of the date of invoice. The date of each invoice shall be clearly marked on each invoice.

6. LIMITATIONS OF LIABILITY. In no event shall consultant be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to the services provided under this agreement, even if advised of the possibility of such damages.

7. OWNERSHIP. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Contractor uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Contractor and is not "work made for hire" within the terms of this Agreement.

8. HEALTH & SAFETY. PACIFIC COUNTY shall notify Consultant of any known or suspected hazards existing at any site where the Services are to be provided, including but not limited to, hazardous waste, substances or materials and underground utilities.

9. CONFLICT OF INTEREST. PACIFIC COUNTY acknowledges that the Consultant provides similar services for a broad range of other organizations and jurisdictions and agrees that Consultant shall be free to work for other organizations and jurisdictions in matters that do not involve the use of any Proprietary Information that has been disclosed by PACIFIC COUNTY under the terms of this Agreement or do not directly relate to the specific Services provided by the Consultant to PACIFIC COUNTY under this Agreement.

10. FORCE MAJEURE. Neither party shall be responsible for any delay or failure in performance, other than the obligation to make payments for work previously performed, to the extent that such delay or failure was caused by a force majeure event including Act of God, war, civil disturbance, governmental action, labor dispute unrelated to and without fault or negligence of the party claiming the force majeure event, computer virus, or denial of access to the site or any other event beyond the reasonable

Initials ___ / ___

control of the claiming party. For the duration of this Agreement, Consultant will keep a back-up copy of all important documents related to the Project.

Performance under this Agreement shall resume promptly once the cause of delay or failure ceases and an equitable adjustment shall be made to the price and/or schedule of the Services including any mobilization or demobilization costs of Consultant.

11. CHANGED CONDITIONS. The discovery of any hazardous waste, substance or material; underground obstruction; underground utilities; or other latent obstruction to the performance of the Services to the extent that such conditions are not the subject of the Services, and to the extent that such conditions were not brought to the attention of the Consultant prior to execution of this Agreement, or any change in law that materially affects the obligations or rights of either party under this Agreement, shall constitute a materially different site condition entitling the Consultant to an equitable adjustment in the contract price, time of performance, or both, as appropriate. If the change materially changes the nature of the Services, the Consultant may terminate this Agreement as a result of such changed conditions.

12. CHANGES TO THE SERVICES. PACIFIC COUNTY may direct changes within the general Scope of Work. Upon notification of such direction, the Consultant shall prepare an estimate of the additional costs and time required, if any, to perform the change. Upon mutual written agreement, Consultant shall perform the change and an equitable adjustment shall be made to the price and/or time schedule as appropriate.

13. DISPUTES. Differences between the Consultant and PACIFIC COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of PACIFIC COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or payment shall be decided by PACIFIC COUNTY's Contract representative or designee. All rulings, orders, instructions and decisions of PACIFIC COUNTY's contract representative shall be final and conclusive.

14. GOVERNING LAW AND VENUE: This Agreement shall be construed and enforced in accordance with, and its validity and performance governed by, the laws of the state of Washington. The Superior Court of and for Pacific County, Washington shall be the venue for any suit or judicial proceeding between the parties arising out of this Agreement.

15. THIRD PARTY LITIGATION. In the event that any litigation, proceeding, or claim (including any investigation which may be preliminary thereto) involving the Services performed by Consultant is commenced by a third party, Consultant shall furnish, if compelled by law or upon the reasonable request of PACIFIC COUNTY, such person or persons from Consultant's organization as are familiar with the matters embraced within the knowledge of Consultant's personnel to testify as witnesses and to provide Consultant's records and such other information and assistance in connection with such litigation, proceeding or claim (or investigation preliminary thereto). To the

Initials ___/___

extent Consultant may be required, either by law or at the request of PACIFIC COUNTY, to provide such testimony, records, information, or assistance, PACIFIC COUNTY shall reimburse Consultant for the reasonable value of its services at the prevailing rate for comparable work, calculated based on time expended, documented, and reported to Pacific County on a monthly basis and the cost of the current deliverable, and for Consultant's out-of-pocket expenses incurred in connection therewith in accordance with the provisions of this Agreement.

16. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor and shall not be deemed to be an employee or agent of PACIFIC COUNTY. Consultant shall indemnify and hold PACIFIC COUNTY harmless against all liability and loss resulting from Consultant's failure to pay all taxes and fees imposed by the government under employment insurance, social security and income tax laws with regard to Consultant's employees engaged in the performance of this Agreement.

17. NON-SOLICITATION OF EMPLOYEES. Neither party shall solicit for employment or hire the employees of the other party involved in the management or performance of the Services during the term of this Agreement and for one year thereafter.

18. NONWAIVER. No waiver of any breach of this Agreement shall operate as a waiver of any similar subsequent breach or any breach of any other provision of this Agreement.

19. SEVERABILITY. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and to the extent possible, this Agreement shall continue without affect to the remaining provisions.

20. ASSIGNMENT/SUBCONTRACTS. Neither party may assign this Agreement without the written consent of the other party.

21. DRAFTING PARTY. Each party has reviewed this Agreement and any question of interpretation shall not be resolved by any rule of interpretation providing for interpretation against the drafting party. This Agreement shall be construed as though drafted by both parties.

22. GOVERNING LAW. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

The Consultant must comply with all applicable provisions federal law 44 CFR Part 13.36(i).

Initials ___/___

23. CAPTIONS. The captions and headings of this agreement are intended for convenience and reference only, do not affect the construction or meaning of this agreement and further do not inform a party of the covenants, terms or conditions of this Agreement or give full notice thereof.

24. ADDITIONAL INSTRUMENTS. The parties agree to provide the other with any and all documents required to carry out any and all obligations in connection with the agreement as set forth herein.

25. NO AGENCY. Except as specifically set forth otherwise, it is agreed and understood that neither party hereto is, by this Agreement or anything herein contained, constituted or appointed agent or representative of the other for any purpose whatsoever, nor shall anything in this Agreement be deemed or construed as granting either party any right or authority to assume or to create any obligation, warranty or responsibility, express or implied, for or in behalf of the other.

26. ORDER OF PRECEDENCE. In the event of a conflict in the terms and conditions of this Agreement, the following order of precedence shall apply:

- a. This Agreement
- b. The Rate Schedule (Appendix C)
- c. The Timeline/Tasks/Scope of Work (Appendix B)
- d. The General Terms and Conditions
 - i. (Appendix A)
- e. Task Orders (if applicable)
- f. Other Contract Documents

27. ENTIRE AGREEMENT. The parties acknowledge that they have read this Agreement, understand it and agree to be bound by its terms. This Agreement supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. No modification or change to this Agreement shall be binding unless such modification or change is in writing and signed by an authorized representative of each party.

28. OTHER. TERMINATION. This agreement may be terminated at any time by either party provided the requesting party provides the other with 30 days written notice. In this event, PACIFIC COUNTY shall pay for services rendered through the date of termination, and the Consultant shall provide Pacific County all documentation of time and all gathered data, draft reports, or other documentation. Either party may also immediately terminate this Agreement upon a material breach of this Agreement, with no further payment or service obligation.

Initials ___/___

APPENDIX B

Timeline/Tasks/Scope of Work

Consultant will perform Continuity of Operations Planning Services as outlined in the response to the Request for Proposal published December 30, 2015 written by BOLDplanning and submitted to Pacific County Emergency Management Agency to include the following:

Phase 1: System Licensing, Branding and Customization – Days 1 through 15

BOLDplanning will deploy a customized version of BOLDplanning.com COOP Module. This phase includes the following deliverables:

1. One (1) year Subscription Licensing for BOLDplanning.com COOP Module for four (4) county departments and one (1) city for a total of five (5) plans.
2. Hosting, maintenance, upgrades, hot-site redundancy, and data backups for the Software-as-a-Service (SaaS)/Cloud implementation.
3. Technical services related to system branding and start-up configuration.
4. Project management services and administration for the successful completion of all deliverables.

Based on the budget information in the RFP, BOLDplanning is proposing a limited license for four (4) county departments and one (1) city. We suggest the following organizations be considered for participation in this initial COOP effort.

- Emergency Management - Responsible as the lead agency for planning
- Facilities Management - Responsible for all locations and assistance with relocation
- Information Technology - Responsible for all critical systems and IT disaster recovery
- General Administration- Responsible for staff policies, contact information and notification
- Representative City – Select a city that will serve as a "pilot" for other cities.

With participation from this group during this initial COOP project, critical county-level data will be considered, reviewed and compiled.

Initials ___/___

All this data and preparation will be applicable for future expansion of the COOP project to the remaining county departments and cities.

Phase 2: Project Initiation and Preparation - Days 1 through 30

BOLDplanning will schedule and facilitate a COOP Initiation Meeting via webinar/conference call with your project management team. During this meeting, the standard BOLDplanning.com functionality will be reviewed and compared against all applicable compliance requirements. All appropriate stakeholders and staff will be encouraged to attend this COOP Initiation Meeting. This meeting will focus on the following agenda items:

- Introductory training to BOLDplanning.com for Project Managers and administrators.
- Analysis of existing plans, data, templates, checklists, and best practices to determine options for transferring data into the system.
- Review of strategy and documentation for system rollout to all participating planners.

From the results of the COOP Initiation Meeting, BOLDplanning will begin the technical configuration and the transfer of applicable data. The following deliverables will be part of this phase:

1. Completion of system configuration items and terminology changes discussed during the COOP Initiation Meeting.
2. Transfer of vital applications, facilities, key staff members and applicable data from any existing plans, database systems and other documents into appropriate sections of the system.
3. Project management for the review and approval of the final system and the transferred data.
4. Development of the planning structure and creation of departmental plans.
5. Identification of appropriate planners for each of the participating departments.
6. Delivery of the Project Managers Package with project description materials, user documentation, and rollout instructions and suggestions.
7. Ongoing help desk support for all project managers and appropriate team members.

At the completion of this phase, BOLDplanning will give access to the customized system to the project managers.

Initials ___ / ___

Phase 3: Kickoff and Plan Development Workshop - Days 31 through 60

BOLDplanning will schedule and conduct a two (2) day on-site Plan Development Workshop for the participating planners. At the conclusion of this workshop, planners will have draft plans under development and clear instructions for future data collection efforts. The following deliverables will be part of this phase:

8. Distribution of access credentials to each of the participating planners.
9. Introduction to continuity planning and to the BOLDplanning.com system.
10. Review of all existing data transferred into the system.
11. Significant time for actual plan development as planners enter data into the system.
12. Instructions for additional data input, planning team meetings and an estimated schedule for plan completion.
13. Completion of the two day on-site COOP Plan Development Workshop.
14. Details about the monthly Plan Maintenance Cycle (PMC) for COOP enhancement.

These Workshops will focus strongly on collecting the following data elements:

- Mission Essential Functions and interdependencies to staff and vital records
- Succession planning and delegation of authority
- Vital Records, Databases and Systems
- Alternate Facility options with resource requirements
- Procedures and policies for COOP activation, deployment and implementation

Phase 4: Plan Reviews - Days 61 through 90

BOLDplanning will complete plan reviews of all plans. Each section of the plans will be reviewed by a Subject Matter Expert (SME). Using the on-line review tool within the system, the plans will be analyzed and each section will receive a **Red**, **Yellow**, **Green** status level along with comments for improvement. The review levels and comments will be immediately available for planners via the web-based tool, and will provide the project managers with a detailed status report for all plans under development.

The following deliverables will be part of this phase:

1. Review of COOP data per plan.
2. Delivery of a **Red**/**Yellow**/**Green** status level for each COOP element.
3. Gap analysis and comments for plan improvement.

Initials ___/___

Phase 5: Plan Testing and Finalization Workshop - Days 90 through 120

BOLDplanning will schedule and conduct a one (1) day on-site Plan Finalization Workshop for participating planners. All key stakeholders and planners will be invited to attend and work to test and finalize the planning elements for their respective COOP plans. At the conclusion of this workshop, planners will have completed all COOP elements and have clear actions items for plan finalization. The following deliverables will be part of this phase:

1. Facilitation of tabletop-style exercises to test the plan elements.
2. Delivery of gap analysis documentation for each department plan.
3. Delivery of specific instructions for plan completion.
4. Consulting services to complete all plan update requirements.
5. Significant time for actual plan updates as reflected in the gap analysis documentation.
6. Instructions for additional data input as required for plan completion.

Phase 6: Plan Maintenance - Day 121 through end of subscription

BOLDplanning will maintain the system for the remainder of the initial one (1) year subscription period. During this project period, the departments and their planners will continue to receive the following services:

1. SaaS/Cloud infrastructure with all hosting, maintenance, upgrades, hot-site redundancy, and data backups.
2. Telephone and Internet technical support and customer service for all planners.
3. Project manager training via telephone and webinar.

All planners will receive the following resources to assist with plan development and maintenance for their departments:

- BOLDplanning.com - This is an excellent training resource by itself. This system details every element of a COOP, asking for specific data for each plan element. The plan reports provide a wealth of information that assists planners, managers and staff with making good decisions during times of disruption.
- On-line Helper Tips - Embedded throughout the system, there are detailed helper tips that explain COOP concepts and provide instructions for data entry.
- Help Files Library - In the File Archive section of each plan there is a Continuity Plan User Guide as well as a library of training webinars covering all the major elements of the plan for planners to use at their convenience.
- Webinar Training - BOLDplanning offers free webinar trainings on the first Wednesday of each month, one for planners and another session for project

Initials ___ / ___

managers.

Initials /

APPENDIX C

Rate Schedule. Compensation for services will not exceed \$16850.00 and shall be based as follows:

Pricing

| | |
|---|------------------|
| Total Project Cost | \$ 16,850 |
| Phase 1: System Licensing, Branding and Customization | Included |
| Phase 2: Project Initiation and Preparation | Included |
| Phase 3: Kickoff and Plan Development Workshop | Included |
| Phase 4: Plan Reviews | Included |
| Phase 5: Plan Testing and Finalization Workshop | Included |
| Phase 6: Plan Development and Maintenance | Included |

Consultant will document and report time by Phase and Deliverable on a monthly basis to Pacific County.

Payment Terms

BOLDplanning provides the following details regarding delivery and payments.

Payment 1 - \$8,425

50% of the total project cost will be invoiced upon completion of the Plan Development Workshop.

Payment 2 - \$8,425

50% of the total project cost will be invoiced upon completion of the Plan Testing and Finalization Workshop.

Compensation to the Consultant will be made based on invoices as outlined in Appendix A, Section 8 with PACIFIC COUNTY withholding payment on the final invoice pending final approval of the plan by the Pacific County Emergency Management Agency Council, subject to available grant funding.

Initials ___/___