

Agreement for Professional Services

This Agreement, dated as of _____, is entered into by and between Pacific County ("Client") and Creative Community Solutions, ("Consultant").

Section 1. The Services

- 1.1 Consultant shall perform the services described in the attached Scope of Work (Exhibit A), which is incorporated herein by this reference.
- 1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the Consultant under this Agreement are sometime collectively referred to in this Agreement as "Services".
- 1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the Services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

- 2.1 Consultant shall commence, prosecute, and complete such Services on a schedule as directed by Client.

Section 3. Compensation

- 3.1 As compensation for the satisfactory performance of the Services, Client shall pay Consultant an hourly rate of \$110.00 and such compensation shall not exceed the total amounts for each task under the Scope of Work in Exhibit A. In addition, the Client shall reimburse the Consultant for mileage at the current IRS mileage rate and all other expense approved by the Client at a rate of cost plus 15%.
- 3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for Professional Services performed during the preceding period.

Each of Consultant's invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.

3.3 Client shall pay each of Consultant's invoices within thirty (30) days.

Section 4. Performance by Consultant

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.

4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person or furnishes any services (collectively, the "Support").

4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.

4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.

4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be

required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

- 6.1 The services shall, at all times, be subject to inspection by and with the approval of Client, but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide Client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.
- 6.2 Consultant shall promptly furnish Client with such information related in Service as may be requested Consultant.

Section 7. Proprietary and Confidential Information

- 7.1 This Agreement is subject to the Public Records Act governed by RCW 42.56.

Section 8. Indemnities and Hold Harmless

- 8.1 In accepting this Agreement, the Consultant, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the Client and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the Consultant or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the Client, its officers, its employees, or any combination thereof, the Consultant, including its successors or assigns, shall to the extent of their negligence/fault, defend the suit or action at his or her or their sole cost and expense and shall fully satisfy any judgment that is rendered against the Client, its officers, its employees, or any combination thereof.

Section 9. Workers' Compensation and Insurance

- 9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect at all times during performance of Services coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to Client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State department of Labor and Industries) as Client may request.

- 9.2 The Consultant shall maintain, and upon request of the Client, provide proof of occurrence based general business professional liability insurance in the amount of \$1,000,000 (min of \$1,000,000) or greater per occurrence and \$2,000,000 aggregate for the term of this CONTRACT. The Consultant must name the Client as an additional insured. The Consultant agrees that its liability insurance shall be primary and non-contributory to the Client's and that Consultant's liability insurance policy shall so state. The Consultant shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

Section 10. Changes

- 10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change in Schedule A and location of performance).
- 10.2 If any changes under paragraph 10.1 causes an increase or decrease in cost of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this Agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.

- 10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change pursuant to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

Section 11. Termination

- 11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by Client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.
- 11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.
- 11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

- 12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

John M. Kliem
Creative Community Solutions, Inc.
2203 Overhulse Road NW
Olympia, WA 98502
(360) 866-9325

- 12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.
- 12.3 The obligation of Consultant under Section 6, 7, 8, 9, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.
- 12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.
- 12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.
- 12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the interpretation or construction of the provisions of such sections.
- 12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Client's County.
- 12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance with laws of the State of Washington.

Pacific County:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

Creative Community Solutions, Inc.:

Printed Name: John M. Kliem

Title: President

Signature: _____

Dated: _____

Exhibit A: Scope of Work

Upon request by the Client, the Consultant will assist in completing specific tasks related to the update of the Shoreline Master Program (SMP) in a manner consistent with the procedural and substantive requirements of the Shoreline Management Act and its implementing rules, RCW 90.58.130 and Chapter 173-26 WAC, including the shoreline Master Program Guidelines.

Task 1: Project Coordination

- A. Tasks associated with management of the contract between Department of Ecology and the Client, including preparation of quarterly progress reports, invoices, and other required paperwork.
- B. Assist Client in coordination efforts with other applicable federal, state, and local agencies, neighboring jurisdictions, and Indian tribes.

Task 2: Public Participation and Facilitation Services

- A. Design and facilitate public meetings, workshops, and open house events in accordance with the Public Participation Plan, including the preparation of related minutes and summaries.
- B. Develop and implement surveys for collecting public comment on SMP issues.

The Client may also request the Consultant to assist with other miscellaneous support services related to the development of the Shoreline Master Program.

Consultant Compensation

Invoicing by the Consultant for hours and expenses completed under the Scope of Work shall not exceed the following amounts:

Task 1: Coordination Assistance	\$15,000.00
Task 3: Public Participation and Facilitation Services	\$66,000.00
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Total Project Budget	\$81,000.00