

**AGREEMENT**  
**Between**  
**Pacific County**  
**and**  
**Creative Community Solutions, Inc.**

This Agreement is by and between Pacific County, PO Box 68, South Bend, WA 98586 and Creative Community Solutions, Inc., 2203 Overhulse Road NW, Olympia, WA 98502.

In this Agreement, the party who is contracting to receive services shall be referred to as "the COUNTY" and the party who will be providing the services shall be referred to as "the CONTRACTOR."

The COUNTY is updating the Pacific County Shoreline Management Plan. The CONTRACTOR can provide services related to public participation and project coordination. Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** The CONTRACTOR will provide the following services upon request:
  - a. Assist in the design of public participation outreach programs and meeting facilitation.
  - b. Provide assistance to staff with project coordination tasks as described in Task 1 of the draft Shoreline Master Program Grant Agreement.
2. **PAYMENT.** The COUNTY shall pay the CONTRACTOR \$95.00 per hour for services rendered in the Section 1 of this agreement. Total invoices paid under this Agreement shall not exceed \$5,000. The CONTRACTOR shall provide the COUNTY with an itemized list of activities with each invoice.

The COUNTY will pay the CONTRACTOR within 30 days from the date of receipt of an itemized invoice.

3. **TERM.** This Agreement is effective September 30, 2013, and will be in effect until December 15, 2013.
4. **RELATIONSHIP OF PARTIES.** It is understood by the parties that the CONTRACTOR is an independent contractor with respect to the COUNTY and is not an employee of the COUNTY. The COUNTY will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefits, for the benefit of the CONTRACTOR.
5. **INDEMNIFICATION.** In accepting this Agreement, the CONTRACTOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the CONTRACTOR or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, employees, or any combination thereof, the CONTRACTOR, including its successors or assigns, shall 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 COUNTY, its officers, its employees, or any combination thereof.
6. **INSURANCE.** CONTRACTOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance of at least \$1,000,000.00 or greater per occurrence and \$2,000,000.00 aggregate for the term of this CONTRACT. The CONTRACTOR agrees that its liability insurance shall be primary to the COUNTY's and that the CONTRACTOR's liability insurance policy shall so state. The Contractor 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.
7. **ASSIGNMENT.** THE CONTRACTOR's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the County.
8. **NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid. Address changes by either party must be provided by written notice to the other in the manner set forth above.

9. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions or any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties. Any provisions contained within this contract may be amended in writing upon mutual consent of the CONTRACTOR and the COUNTY.
  
10. **TERMINATION.** The CONTRACTOR and the COUNTY shall each retain the right to terminate this agreement at any time and for any reason by submitting written notice of its intention to the other party at least 60 days prior to the specified effective date of such termination. In addition, the COUNTY shall have the right to terminate this contract on ten days communicated written notice if the CONTRACTOR has violated any of the provisions herein, or if the COUNTY deems the CONTRACTOR's performance of its responsibilities herein identified to be substantially unsatisfactory. In either event, on the termination of this agreement, all finished and unfinished documents and work papers prepared by the COUNTY pursuant to this agreement shall, at the option of the CONTRACTOR become its property, and the CONTRACTOR will be paid for service performed up to the date of the contract termination.
  
11. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
  
12. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
  
13. **APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Ayers, Chair

\_\_\_\_\_  
Frank Wolfe

\_\_\_\_\_  
Steve Rogers

ATTEST:

\_\_\_\_\_  
Marie Guernsey  
Clerk of the Board

CREATIVE COMMUNITY SOLUTIONS, INC.

  
\_\_\_\_\_  
John M. Kliem, Owner

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
David J. Burke, Prosecuting Attorney

**Marie Guernsey**

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**From:** Faith Taylor  
**Sent:** Wednesday, October 02, 2013 10:00 AM  
**To:** Marie Guernsey  
**Subject:** Agenda item  
**Attachments:** 20131002090753.pdf

Marie –

I have asked Mr. Kleim for his UBI# and hopefully will hear back soon.

I want to give a quick summary of where we are at right now, in case the Board has questions on Monday when they are reviewing the agenda items. We would like to hire Mr. John Kleim to jump-start the SMP process. This contract is only to the end of December at which time we will have gone out for an RFP and will have an idea of how much everything is going to cost us. We will also have a facilitator and technical consultant at that time. I'm sure John will bid on the process too, so he might become our facilitator, but I can't say for sure until we get all the bids back.

We have yet to accept the funds from Ecology and will not do so until we have the RFP. John is currently moving forward with a visioning piece, which includes community forums, a Participation Plan that we are required to have, as well as writing the RFP that we need to send out. We are extremely excited to have John on board, the County is in good hands.

Hope this helps. At this point, I'll be around on Monday in case the Board would like me to run in and talk about this.

Thanks

*Faith*

Faith Taylor-Eldred

Community Development Director/Environmental Health Director



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