

Professional Services Contract

Contract Purchase No. _____

(the number is either your Contract Purchase Order in FMS, or the name and number of your bid/quote/rfp (i.e. Rural Land Bank RFP 674))

THIS CONTRACT, entered this _____ day of _____ 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and (**Insert Vendor Name), after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen through a competitive bid process by the County (RFP # XXX/Bid or appropriate procurement method) and has the expertise to provide professional services for Clark County and to perform those services more particularly set out in the proposal attached hereto and incorporated herein by this reference as Exhibit A.

WHEREAS, Clark County does not have available staff to provide such services for the benefit of the services of Clark County, NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services as set forth in Exhibit A.
2. Time. The contract shall be effective beginning (insert beginning date) and ending (insert ending date).
3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice according to the schedule set forth in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties mutually agree that in no event shall the amount billing exceed the dollar amount in Exhibit B without prior approval of the County.
4. Termination. The County may terminate this contract immediately upon any breach by Contractor in the duties of Contractor as set forth in Contract. The waiver by

the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches. Further, County may terminate this Contract upon immediate notice to Contractor in the event that the funding for the project ceases or is reduced in amount. The Contractor will be reimbursed for services expended up to the date of termination.

5. Independent Contractor. The Contractor shall always be an independent Contractor and not an employee of the County, and shall not be entitled to compensation or benefits of any kind except as specifically provided herein.

6. Indemnification / Hold Harmless. The Consultant shall defend, indemnify and hold the County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the County. 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 Consultant and the County, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

ATTACHMENT D

7. Wage and hour compliance. Contractor shall comply with all applicable provisions of the Fair Labor Standards Act and any other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall always save County free, clear and harmless from all actions, claims, demands and expenses arising out of said act and the rules and regulations that are or may be promulgated in connection therewith.

8. Social Security and Other Taxes. The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income or other form of taxes, fees, licenses, excises, or payments required by any city, federal or state legislation that is now or may during the term of this agreement be enacted as to all persons employed by the Contractor in performance of the work pursuant to this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules and regulations that are now and may be promulgated in connection therewith.

9. Contract Documents: Contract documents consist of this Agreement, Exhibit A, a scope of work which consists of a proposal based on (bid, quote, RFP & #, (i.e. RFP #675)), and Exhibit B (i.e. budget documents).

10. Equal Employment Opportunity: The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, age, disability, marital status or national origin.

11. Changes: County may, from time to time, require changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between County and the Contractor, shall be in writing, signed by both

parties and incorporated in the written amendments to the Contract.

12. Public records act: Notwithstanding the provisions of this Contract to the contrary, to the extent any record, including any electronic, audio, paper or other media, is required to be kept or indexed as a public record in accordance with the Washington Public Records Act, RCW Chapter 42.56, as may hereafter be amended, Contractor agrees to maintain all records constituting public records and to produce or assist Clark County in producing such records, within the time frames and parameters set forth in state law. Contractor further agrees that upon receipt of any written public record request, Contractor shall, within two business days, notify Clark County by providing a copy of the request to the Clark County Public Records Officer/Department of Public Works.

13. Governing Law. This agreement shall be governed by the laws of the State of Washington. Venue for any litigation shall be in Superior Court for the State of Washington in Clark County, Washington.

14. Confidentiality. With respect to all information relating to County that is confidential and clearly so designated, the Contractor agrees to keep such information confidential.

15. Conflict of Interest. The Contractor covenants that it has had no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services hereunder. The Contractor further covenants that no person having such interest shall be employed by it, or shall perform services as an independent contractor with it, in the performance of this Contract.

16. Consent and Understanding. This agreement contains a complete and integrated understanding of the contract between the parties and supersedes any

ATTACHMENT D

understandings, agreement, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

17. Severability. If any provision of this agreement is held invalid, the remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS THEREOF, County and the Contractor have executed this contract on the date first above written.

(COMPANY NAME)

Board of County Councilors
Clark County, Washington

By _____

By David Madore, Chair

Print name _____

Title _____

By Jeanne E. Stewart, Councilor

*APPROVED AS TO FORM ONLY
ANTHONY F. GOLIK*

By Tom Mielke, Councilor

Clark County Prosecuting Attorney

Vendor/Contractor:

Have you or any of your employees who will be directly compensated retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

Yes

No

If yes, please provide the name and social security number for each retiree to Clark County Purchasing.

Dear User:

Last Amended: 8/3/2015

The "Contractor" portion above is required for ALL professional services contracts beginning March 16, 2009

***The intended use of this contract is for contracting after a Request for Proposal, however if you are using this document without having a formal RFP, you SHOULD include verbiage regarding Insurance Requirements and any other items that the Prosecuting Attorney may require. Edit this template to suit your specific need.

***Amend the signature page to reflect WHO will be signing.**

i.e. the vendor name and if someone other than the County Administrator will be approving the contract. (If you need help, contact Purchasing)

All contracts are required to be Approved As To Form... do not delete this requirement. *Have your PA approve before you send it to your vendor.* The final signature and "date" should be that of the county authorized signer, and the date they sign.

Required parts:

- Contract 'beginning' and 'ending' dates.
- Contract "not to exceed \$ amount"
- Competitive process (RFP #, Consultant Data Base, Quote)
- If there are additional attachments, reference these in the appropriate fashion.

**** delete all the **RED** verbiage

template updated December 24, 2015