

Professional Services Agreement

THIS AGREEMENT is entered into this 1st day of Dec, 2015, by and between CLARK COUNTY, after this called "County," a political subdivision of the State of Washington, and R. W. THORPE & ASSOCIATES, INC, after this called "Contractor."

WITNESSETH

WHEREAS, the Contractor has been chosen by the County, and has the expertise to provide professional services for Clark County and to perform those services more particularly set out below. NOW, THEREFORE,

THE COUNTY AND THE CONTRACTOR MUTUALLY AGREE AS FOLLOWS:

1. Services. The Contractor shall perform services related to environmental analysis of alternative actions under the Washington State Environmental Policy Act (SEPA) for County's 2016 Comprehensive Growth Management Plan update as follows:

- a. Telephone interviews with county staff.
- b. Round trip travel from Puget Sound area to Vancouver, WA.
- c. Meet with county staff.
- d. Meet with Board of County Councilors and staff.

2. Time. The Agreement shall be effective beginning December 2, 2015, and ending December 12, 2015.

3. Compensation. County shall pay the Contractor for performing said services upon receipt of a written invoice, and in accordance with Attachment A, which



is attached hereto. In no event shall the amount billed exceed five thousand dollars (\$5,000.00) without the prior written approval of the County.

4. Termination.

- a. County may terminate this Agreement at any time upon written notice to Contractor.
- b. County may terminate this Agreement immediately upon any breach by Contractor in the duties of Contractor as set forth in Agreement. The waiver by the County of one or more breaches shall not be construed as a waiver of any subsequent breach or breaches.
- c. County may terminate this Agreement upon written notice to Contractor in the event that the funding for the project ceases or is reduced in amount.
- d. In case of termination, Contractor will be reimbursed for services actually performed, and expenses actually incurred, 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 and 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.

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 Agreement 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. The contract documents consist of this Agreement and Exhibit A. If there is a conflict between this Agreement and Exhibit A, the provisions of this Agreement shall control. This Agreement and Exhibit A set forth a complete and integrated understanding of the agreement between the parties and supersede any understandings, contract, or negotiations, whether oral or written, not set forth herein or in written amendments hereto duly executed by both parties.

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. Revision. Any revision or modification to this Agreement shall be mutually agreed upon by and between County and the Contractor, and shall be in the form of a written amendment to this Agreement, that is signed by both parties.

12. Public Records Act. Notwithstanding any provisions of this Agreement 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. Except as set forth in section 12, above, 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 Agreement.

16. Severability. If any provision of this Agreement is held invalid, the remainder shall continue in full force and effect, as conforming to the terms and requirements of applicable law.

17. Contact Information. Any written notice to a party to this Agreement, and any invoice or other billing document, shall be deemed effective if sent to the following via email or US Postal Service:

If to County:

Gordon Euler
Clark County Planning Department
PO Box 5000
Vancouver, WA 98666-5000
gordon.euler@clark.wa.gov

If to Contractor:

Robert W. Thorpe
R.W. Thorpe & Associates, Inc.
2737 78th Avenue SE, Suite 100
Mercer Island, WA 98040-2843
rwta@rwta.com

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

CLARK COUNTY

R.W. THORPE & ASSOCIATES, INC.


By Mark McCauley,
Acting County Manager

By Robert W. Thorpe, President/
Treasurer

APPROVED AS TO FORM ONLY:
Anthony F. Golik, Clark County Prosecuting Attorney

By Chris Horne/Christine Cook
Chief Civil Deputy Prosecuting Attorney/Sr. Deputy 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.