

CONSULTANT SERVICES AGREEMENT

PROJECT: Clallam County Broadband Coordination
CLIENT: Clallam County

THIS AGREEMENT is made and entered into by and between the North Olympic Peninsula Resource Conservation & Development Council (*hereinafter referred to as the "NODC"*) and Clallam County (*hereinafter referred to as the "County"*) for the furnishing of consultant services for coordinating broadband expansion planning.

The NODC and the County mutually agree as follows:

SCOPE AND SCHEDULE OF WORK

NODC will provide up to 20 hours per month to schedule and facilitate meetings of the Clallam County Broadband Team and the local government entities working on broadband expansion; maintain communications between and among local governments, consultants and ISPs; and track and distribute Requests for Proposals and Notice of Funding Opportunity for broadband projects.

COMPENSATION

NODC will charge an hourly rate of \$60/hour for up to 20 hours per month, for a maximum compensation of \$1,200 per month.

LENGTH OF AGREEMENT

The length of this agreement is from January 1 – December 31, 2022.

RATE AND FEE SCHEDULE AND OUT-OF-POCKET EXPENSES

The County shall not be responsible for payment of any fees and out-of-pocket expenses in excess of the amount agreed to in the scope of work. NODC shall submit detailed invoices on a monthly basis for work completed.

REPRESENTATIVES

The NODC's Project Manager and Clallam County's Representative for this Agreement are as specified. Alternate representatives may be appointed by either party with written notice to the other party.

NODC's Project Manager: Karen Affeld, Executive Director
North Olympic Peninsula Resource Conservation & Development
Council (NODC)
360-477-1593
karen@noprkd.org

County's Representative: Rich Sill – County Administrator
Clallam County
(360) 417-2242
rsill@co.clallam.wa.us



TERMS AND CONDITIONS

In consideration of the mutual covenants, obligations, and compensation to be paid by the County to NODC, it is agreed that:

1. Relationship of the Parties

NODC, its subconsultants and employees, is an independent Contractor. Nothing contained herein shall be deemed to create a relationship of employer and employee or of principal and agent.

2. Conflicts of Interest

NODC warrants that it has no direct or indirect economic interest which conflicts in any manner with its performance of the services required under this Agreement. NODC warrants that it has not retained any person to solicit this Agreement and has not agreed to pay such person any compensation or other consideration contingent upon the execution of this Agreement.

3. Compliance with Laws

NODC agrees to comply with all local, state, tribal and federal laws and regulations applicable to the services, including registration and taxes, permitting regulations and those regarding employee safety, the work place environment, and employment eligibility verifications as required by the Immigration and Naturalization Service. NODC shall obtain all licenses and permits required to complete the scope of work as defined.

4. Suspension and Debarment

By signing this agreement, the NODC verifies that it has not been suspended or debarred from working on federally funded projects.

5. Records and other Tangibles

Until the expiration of six years after the term of this Agreement, NODC agrees to maintain accurate records of all work done in providing services specified by the Agreement and following NODC's receipt of final payment therefore to deliver such records to the County upon termination of the Agreement or otherwise as requested by the County.

6. Ownership of Work

The services to be performed by NODC shall be deemed instruments of service for purposes of the copyright laws of the United States. The County has ownership rights to the work products prepared by the NODC in performing these services. NODC shall not be responsible for changes made in the work products by anyone other than NODC. NODC shall have free right to retain, copy and use any tangible materials or information produced but only for its own internal purposes. Use of documents or other materials prepared under this Agreement for promotional purposes shall require the County's prior consent.

7. Disclosure

All information developed by NODC and all information made available to the NODC by the County, and all analyses or opinions reached by NODC shall be confidential and shall not be disclosed by NODC without the written consent of the County except to the extent required by law or legal process.

8. Deliverables

Unless otherwise specified in the Scope of Work, NODC shall provide draft deliverables, if any, to the County for review prior to preparation of final deliverables. Delivery of materials produced shall consist both of the tangible materials and any and all computer files used in the creation of the tangible product in the original format in which it was created and a PDF format or other format specified by the County.

9. Compensation

As full compensation for the performance of its obligations of this Agreement and the services to be provided, the County shall pay NODC as specified in the Agreement. Hourly rates shall include all of NODC's routine administration and overhead expenses, including all equipment, software, tools and



supplies reasonably required to perform the scope of services. The County will not separately reimburse Consultant for routine overhead expenses or administration including but not limited to:

- A. Computer hardware or software usage
- B. Digital camera or recording equipment
- C. Communications - including phone, internet, fax, postage and courier
- D. Routine reproduction except for documents produced by outside vendor
- E. Small tools and expendables.
- F. Federal, state or local taxes
- G. Safety training and equipment
- H. Time devoted to Agreement negotiation, invoicing or dispute resolution.

10. Payment Schedule

NODC shall submit detailed numbered invoices showing description of work items being invoiced, title of project, total authorized, total current invoice, balance of authorization, individual's names and titles, hours, hourly rate and all authorized expenses itemized, with backup, by the 10th of the month to be paid within 90 days of receipt, unless other terms are agreed to by the parties.

11. Costs and Disbursements

NODC shall pay all costs and disbursements required for the performance of its services under this Agreement.

12. Indemnity

For all claims arising from the performance of NODC's professional services NODC and its subconsultants agree to indemnify and hold harmless the County, its appointed and elective officers and its employees from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatever kind and nature, including attorney fees and costs, by reason of any and all claims and demands on it, its officers and employees, to the extent arising from the negligent acts, errors or omissions by NODC in the performance of NODC's professional services.

13. Insurance

Prior to commencement of services under this Agreement and if required below, NODC shall procure and maintain one or more lines of insurance coverage to be kept in force for the life of this Agreement. If required, insurance shall be procured from insurance carriers with a current A.M. Best's rating of no less than "A VI". NODC shall submit to the County a Certificate of Insurance which shows that it has obtained the required coverage(s). Coverage shall not lapse or be terminated without written notification to the County, delivered electronically or by mail, not less than thirty (30) days prior to any such lapse or termination. NODC agrees to notify the County of any material change of coverage or reduction in limits.

This Agreement [Does] [Does not] require commercial general liability insurance. If neither box is checked, commercial general liability insurance is required. If required, the following will apply: NODC shall procure and maintain during the life of this Agreement commercial general liability coverage on occurrence form CG0001 or equivalent with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate;

This Agreement [Does] [Does not] require automobile liability insurance. If neither box is checked, automobile liability insurance will be required. NODC shall procure and maintain during the life of this Agreement automobile liability insurance covering owned, non-owned and hired vehicles of \$1,000,000 combined single limit per accident. Sole proprietors may provide coverage on a Personal Auto Policy in lieu of a Commercial Auto coverage form.

This Agreement [Does] [Does not] require Professional Liability insurance coverage. If neither box is checked, the Agreement does require this coverage. NODC shall procure and maintain during the life of this Agreement professional liability insurance of \$1,000,000 per claim and in the aggregate. Insurance



shall have a retroactive date before the date of commencement of services and shall remain in effect for the term of this Agreement plus three years.

14. Force Majeure

Neither NODC nor the County shall hold the other party responsible for damages or delay in performance caused by acts of god, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.

15. Standard of Care

NODC shall perform its work to conform to generally accepted professional standards. NODC shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all deliverables prepared under this Agreement. NODC shall, without additional compensation, correct or revise any errors or omissions in such deliverables. The County's approval of deliverables shall not relieve NODC of responsibility for the adequacy or accuracy thereof. NODC shall remain liable for damages and costs incurred by the County to the extent arising from NODC's errors, omissions or negligent performance of services furnished under this Agreement.

16. Competitive Specification

This Agreement [Does] [Does not] require development of plans or specifications. If required, the following paragraph shall apply:

Consultant shall provide for the maximum use of materials, equipment, construction methods and products that are readily available through competitive procurement, or through standard or proven production techniques. Consultant shall not produce a design or specification which would be restrictive or written in a manner as to contain proprietary requirements other than those based on performance, unless such requirements are necessary to demonstrate a specific outcome or to provide for necessary interchangeability of parts and equipment. Consultant shall justify in writing the use of any sole source. Where brand names are identified, they shall be followed by the salient product performance characteristics and the words "or approved equal" so that comparable quality or utility may be determined.

17. Time

Time is of the essence in the performance by NODC of the services required by this Agreement. NODC shall complete its services within the milestones set forth in the project schedule. NODC shall also address issues which may result in completion beyond the established schedule or budget.

18. Assignability

NODC shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement to any party without prior written consent of the County.

19. Term of this Agreement

The effective dates of this Agreement are as specified. This Agreement may be terminated by the County for cause when the County deems continuation to be detrimental to its interests or for failure of NODC to perform the services specified in the Agreement. The County may terminate this Agreement at any time for its convenience in which case it shall provide notice to NODC and reimburse NODC for its costs and fees incurred prior to the notice of termination. This agreement may be terminated by NODC at any time with 30 days' notice. The provisions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of performance or termination of this Agreement shall so survive. All indemnities provided in this Agreement shall survive the expiration or any earlier termination of this Agreement.

20. Disputes

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The County reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and NODC agrees to such joinder, so that all



disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Clallam County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

21. Extent of Agreement

This Agreement represents the entire and integrated understanding between NODC and the County and may be amended only by written instrument signed by both NODC and the County.

22. Order of Precedence

The provisions of this Agreement are complimentary and shall be interpreted to give effect to all of its provisions. Any inconsistency in this Agreement shall be resolved in the following order of precedence:

- A. Consultant Services Agreement including Terms and Conditions, as modified by the latest amendment.
- B. Remaining attachments to the Consultant Services Agreement:

AGREED

This agreement is expressly conditioned upon the Terms and Conditions and any Attachments attached and by reference incorporated herein. Consultant acknowledges reading this Agreement, understands it and agrees to be bound by its Terms and Conditions.

 **NODC**
NORTH OLYMPIC DEVELOPMENT COUNCIL

DATED this _____ day of _____, 2022.

RECIPIENT

By: 

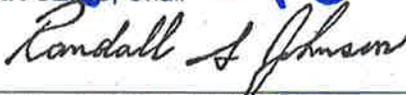
Print Name: Karen Affeld

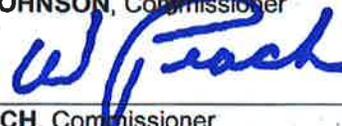
Its: Executive Director

DATED this 8th day of March, 2022.

**BOARD OF COUNTY COMMISSIONERS
CLALLAM COUNTY, WASHINGTON**

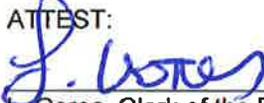

MARK OZIAS, Chair


RANDY JOHNSON, Commissioner

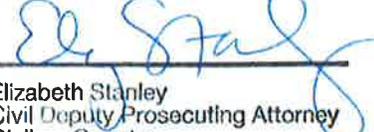

BILL PEACH, Commissioner



ATTEST:


L. Gores, Clerk of the Board

Approved as to form only by:


Elizabeth Stanley
Civil Deputy Prosecuting Attorney
Clallam County