### Humboldt Bay Harbor Conservation & Recreation District

### AGREEMENT FOR PROFESSIONAL SERVICES

**DATE**

This is an AGREEMENT for professional services between the Humboldt Bay Harbor Recreation and Conservation District (HBHRCD) (referred to as "CLIENT"), and \_\_\_\_\_\_\_\_\_\_. (referred to as "CONSULTANT"), for providing services to prepare portions of Plan Development for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. (referred to as “PROJECT”).

**1. SCOPE OF SERVICES**

CLIENT agrees to engage CONSULTANT and CONSULTANT agrees to perform professional services for CLIENT in accordance with **Exhibit A Scope of Work** attached hereto and incorporated herein.

**2. TERMS AND CONDITIONS**

Services shall be performed to complete all tasks as specified in **Exhibit A**. All work and professional services will be provided by CONSULTANT and/or subcontractors to the CONSULTANT. Work shall be performed in a manner consistent with the usual and customary standards of the applicable profession. All work products and services shall be subject to review and acceptance by the CLIENT.

**3. TERM**

Services of CONSULTANT shall commence on the date that the CLIENT authorizes this AGREEMENT, and the AGREEMENT shall remain in effect until ADD DATE, unless extended in writing by mutual agreement.

 **4. COMPENSATION & SCHEDULE**

As compensation for the services performed hereunder, the CLIENT shall pay CONSULTANT a sum not to exceed $\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_ thousand, dollars), which includes CONSULTANT services, on a time and materials basis at current charge rates. CONSULTANT to submit monthly invoices to the CLIENT, with payments due on receipt. This sum is based on the plan scope of work – **EXHIBIT A**. Should the CLIENT require a more extensive plan, or additional studies, the scope and costs would be amended accordingly.

**5. RELATIONSHIP OF PARTIES**

The parties intend that CONSULTANT in performing services herein specified shall act as an independent consultant and shall have control over the work and the manner in which it is performed. CONSULTANT shall be free to contract for similar services to be performed for others while under contract with CLIENT. CONSULTANT shall also be free to subcontract portions of the work with other parties. CONSULTANT is not to be considered an agent or employee of CLIENT, and is not entitled to participate in any pension plans, worker's compensation insurance, or similar benefits.

**6. INSURANCE REQUIREMENTS FOR CONSULTANT**

CONSULTANT shall, at all times during the term of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A-: VI.

* Commercial general liability at least as broad as ISO CG 0001(per occurrence) $1,000,000

 (general aggregate) $2,000,000

* Commercial auto liability at least as broad as ISO CA 0001 (per accident) $1,000,000
* Errors and Omissions liability (per claim and aggregate) $1,000,000
* Workers’ compensation Statutory Limits

All insurance required by this section shall apply on a primary basis. CONSULTANT agrees that it will not cancel or reduce said insurance coverage. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect CLIENT may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CLIENT may take out the necessary insurance and pay, at CONSULTANT’s expense, the premium thereon.

Auto liability insurance shall cover owned, non-owned and hired autos. If CONSULTANT owns no vehicles, auto liability coverage may be provided by means of a non-owned and hired auto endorsement to the general liability policy.

At all times during the term of this Agreement; CONSULTANT shall maintain on file with CLIENT a certificate of insurance, in a form acceptable to CLIENT, showing that the aforesaid policies are in effect in the required amounts. The general liability policy shall contain or be endorsed to contain a provision including the Indemnities as additional insured. CONSULTANT shall promptly file with CLIENT such certificate or certificates and endorsements if applicable. Coverage for the additional insured shall apply to the fullest extent permitted by law.

No policy required by this section shall prohibit CONSULTANT from waiving any right of recovery prior to loss. CONSULTANT hereby waives such right with regard to the Indemnities. All insurance coverage and limits provided by CONSULTANT and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

**7. HOLD HARMLESS AND INDEMNIFICATION**

CONSULTANT shall indemnify, defend and hold harmless CLIENT and its employees, officials and agents (the Indemnities) from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or coasts of any kind, whether actual, alleged or threatened, including attorneys fees and costs, courts costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

Notwithstanding the foregoing, the CONSULTANT shall not be liable to indemnify CLIENT for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of CLIENT, or their employees.

**8. CONTRACT TERMS TO BE EXCLUSIVE**

This written AGREEMENT contains the sole and entire AGREEMENT between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of thisAGREEMENT or any representations inducing the execution and delivery hereof except suchrepresentations as are specifically set forth herein; and each party acknowledges that it has relied on its own judgment in entering into the AGREEMENT. The parties further acknowledge that any statements or representations that may have therefore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.

**9. WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**

No waiver or modification of this AGREEMENT or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by both parties. Furthermore, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this AGREEMENT, or the rights or obligations of any party hereunder, unless such waiver of modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.

**10. CONTRACT GOVERNED BY LAW OF STATE OF CALIFORNIA**

This AGREEMENT and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this AGREEMENT, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

**11. CONTRACT TERMINATION**

CLIENT or CONSULTANT may, upon thirty (30) days written notice, terminate this AGREEMENT and be liable only for services rendered to the date termination is effective. All papers and documents relating to the services described in the AGREEMENT, and all materials supplied to the CLIENT will remain the property of the CLIENT.

**12. BINDING EFFECT OF AGREEMENT**

This AGREEMENT shall be binding on and inure to the benefit of the respective parties and their respective legal representatives, successors, and assigns except as provided above.

HBHRCD \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Jack Crider \_\_\_\_\_\_\_\_\_\_\_\_

CEO Authorized Representative

Date: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**