

**PROFESSIONAL SERVICES CONTRACT**  
**THURSTON COUNTY / [CONTRACTORNAME]**

For reference only.

**THIS CONTRACT** is entered into in duplicate originals between **THURSTON COUNTY**, a municipal corporation, with its principal offices at 2000 Lakeridge Drive S.W., Olympia, Washington 98502, hereinafter "**COUNTY**," and [CONTRACTORNAME] with its principal offices at [CONTRACTORADDRESS], [CONTRACTORCITY], WA, [CONTRACTORZIP] hereinafter "**CONTRACTOR**."

In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

**1. TERM OF CONTRACT**

- a. The term of this Contract shall begin on the date last executed below, and shall terminate on [CONTRACTTERMINATIONDATE].

**2. SERVICES PROVIDED BY THE CONTRACTOR**

- a. The CONTRACTOR represents that it is qualified and possesses the necessary expertise, knowledge, training, and skills, and has the necessary licenses and/or certification to perform the services set forth in this Contract.
- b. The CONTRACTOR shall perform the following services:  
[SERVICESDESCRIPTIONS]
- c. A detailed description of the services to be performed by the CONTRACTOR is set forth in Exhibit A, which is attached hereto and incorporated herein by reference.
- d. The CONTRACTOR agrees to provide its own labor and materials. Unless otherwise provided for in the Contract, no material, labor, or facilities will be furnished by the COUNTY.
- e. The CONTRACTOR shall perform according to standard industry practice of the work specified by this Contract.
- f. The CONTRACTOR shall complete its work in a timely manner and in accordance with the schedule agreed to by the parties.
- g. The CONTRACTOR shall, from time to time, during the progress of the work, confer with the COUNTY. At the COUNTY'S request, the CONTRACTOR shall prepare and present status reports on its work.

**3. SERVICES PROVIDED BY THE COUNTY**

- a. In order to assist the CONTRACTOR in fulfilling its duties under this Contract, the COUNTY shall provide the following:
  - i. Relevant information as exists to assist the CONTRACTOR with the performance of the CONTRACTOR'S services.

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- ii. Coordination with other COUNTY departments or other consultants as necessary for the performance of the CONTRACTOR'S services.
- iii. Services documents, or other information identified in Exhibit B.

**4. CONTRACT REPRESENTATIVES**

- a. Each party to this Contract shall have a contract representative: CONTRACTOR Representative and COUNTY Representative. Each party may change its Representative upon providing written notice to the other party. The parties' Representatives are as follows:

- b. For CONTRACTOR:

Name of Representative:	[CONTRACTORREPNAME]
Title:	[CONTRACTORREPTITLE]
Mailing Address:	[CONTRACTORREPADDRESS]
City, State and Zip Code:	[CONTRACTORREPCITYSTATEZIP]
Telephone Number:	[CONTRACTORREPPHONE]
Fax Number:	[CONTRACTORREPFAX]
Email Address:	[CONTRACTORREPEMAIL]

- c. For COUNTY:

Name of Representative:	[COUNTYREPNAME]
Title:	[COUNTYREPTITLE]
Mailing Address:	[CONTRACTORREPADDRESS]
City, State and Zip Code:	Olympia, WA 98502
Telephone Number:	[COUNTYREPPHONE]
Fax Number:	[COUNTYREPFAX]
Email Address:	[COUNTYREPEMAIL]

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**5. COMPENSATION**

- a. For the services performed hereunder, the CONTRACTOR shall be paid based upon mutually agreed rates contained in Exhibit B, which is attached hereto and incorporated herein by reference. The maximum total amount payable by the COUNTY to the CONTRACTOR under this Contract shall not exceed [CONTRACTMAXAMOUNT].
- b. No payment shall be made for any work performed by the CONTRACTOR, except for work identified and set forth in this Contract or supporting exhibits or attachments incorporated by reference into this Contract.
- c. The CONTRACTOR may, in accordance with Exhibit B, submit invoices to the COUNTY not more often than once per month during the progress of the work for partial payment of work completed to date. Invoices shall cover the time CONTRACTOR performed work for the COUNTY during the billing period. The COUNTY shall pay the CONTRACTOR for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of billing.
- d. The CONTRACTOR shall not be paid for services rendered under the CONTRACT unless and until they have been performed to the satisfaction of the COUNTY.
- e. In the event the CONTRACTOR has failed to perform any substantial obligation to be performed by the CONTRACTOR under this Contract and such failure has not been cured within ten (10) days following notice from the COUNTY, then the COUNTY may, in its sole discretion, upon written notice to the CONTRACTOR, withhold any and all monies due and payable to the CONTRACTOR, without penalty until such failure to perform is cured or otherwise adjudicated. "Substantial" for purposes of this Contract means faithfully fulfilling the terms of the Contract with variances only for technical or minor omissions or defects.
- f. Unless otherwise provided for in this Contract or any exhibits or attachments hereto, the CONTRACTOR will not be paid for any billings or invoices presented for payment prior to the execution of the Contract or after its termination.

**6. AMENDMENTS AND CHANGES IN WORK**

- a. In the event of any errors or omissions by the CONTRACTOR in the performance of any work required under this Contract, the CONTRACTOR shall make any and all necessary corrections without additional compensation. All work submitted by the CONTRACTOR shall be certified by the CONTRACTOR and checked for errors and omissions. The CONTRACTOR shall be responsible for the accuracy of the work, even if the work is accepted by the COUNTY.
- b. No amendment, modification or renewal shall be made to this Contract unless set forth in a written Contract Amendment, signed by both parties and attached to this Contract. Work under a Contract Amendment shall not proceed until the Contract Amendment is duly executed by the COUNTY.

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**7. HOLD HARMLESS AND INDEMNIFICATION**

- a. The CONTRACTOR shall hold harmless, indemnify and defend the COUNTY, its officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, losses, expenses, damages, and judgments of any nature whatsoever, including costs and attorneys fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the CONTRACTOR'S acts, errors or omissions or the acts, errors or omissions of its employees, agents, subcontractors or anyone for whose acts any of them may be liable, in the performance of this Contract. Claims shall include, but not be limited to, assertions that information supplied or used by the CONTRACTOR or subcontractor infringes any patent, copyright, trademark, trade name, or otherwise results in an unfair trade practice. PROVIDED HOWEVER, that the CONTRACTOR'S obligations hereunder shall not extend to injury, sickness, death or damage caused by or arising out of the sole negligence of the COUNTY, its officers, officials, employees or agents. PROVIDED FURTHER, that in the event of the concurrent negligence of the parties, the CONTRACTOR'S obligations hereunder shall apply only to the percentage of fault attributable to the CONTRACTOR, its employees, agents or subcontractors.
- b. In any and all claims against the COUNTY, its officers, officials, employees and agents by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation acts, disability benefits acts, or other employee benefits acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under Title 51 RCW. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of this Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.
- c. The CONTRACTOR'S obligations hereunder shall include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the CONTRACTOR, the CONTRACTOR'S employees, agents or subcontractors.

**8. INSURANCE**

- a. **Commercial General Liability:** The CONTRACTOR shall maintain Commercial General Liability coverage for bodily injury, personal injury and property damage, subject to limits of not less than 1000000 per loss. The general aggregate limit shall apply separately to this Contract or be no less than 2000000
  - i. Coverage shall include personal injury, bodily injury and property damage for Premises/Operations Liability, Products/Completed Operations, Personal/Advertising Injury, Contractual Liability, Independent Contractor Liability, and Stop Gap/Employer's Liability. Coverage shall not exclude or contain sub-limits less than the minimum limits required, unless approved in writing by the County.

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- ii. The CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability or Business Automobile Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. The CONTRACTOR agrees to an endorsement naming the County as an Additional Insured pursuant to paragraph **Error! Reference source not found..Error! Reference source not found.** of this Agreement, unless the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
  - iii. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy.
  - iv. "Thurston County, its departments, elected and appointed officials, employees, agents and volunteers" shall be named as additional insured on CONTRACTOR's and CONTRACTOR's subcontractors' insurance policies by way of endorsement for the full available limits of insurance maintained by the CONTRACTOR and subcontractor, and all coverage shall be primary and non-contributory. A statement of additional insured status on a Certificate of Insurance shall not satisfy these requirements.
- b. **Automobile Liability:** The CONTRACTOR shall maintain Business Automobile Liability insurance with a limit of not less than 1000000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles. Coverage may be satisfied by endorsement to the Commercial General Liability policy.
- c. **Professional Legal Liability:** The CONTRACTOR, if he is a licensed professional, shall maintain Professional Legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR'S profession and shall be written subject to limits of not less than 1000000 per loss.
- i. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR'S services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the Contract or within the scope of the CONTRACTOR'S services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.
  - ii. Each claims made type policy and all renewals must have a Retroactive Date of, or prior to, the effective date of this Agreement. For each "Claims-Made" policy accepted by the County, a Supplemental Extended Reporting Period (SERP) shall be purchased, at CONTRACTOR's sole expense, with an extended reporting period of not less than three (3) years in the event the policy is cancelled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or there is any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) policy during the term of this Agreement or thereafter. The CONTRACTOR agrees CONTRACTOR's insurance obligation shall survive the completion or termination of this Agreement for a minimum period of three years.

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- d. **Workers' Compensation (Industrial Insurance):** The CONTRACTOR shall maintain Workers' Compensation coverage as required under the Washington State Industrial Insurance Act, RCW Title 51, for all CONTRACTOR's employees, agents and volunteers eligible for such coverage under the Industrial Insurance Act.
- e. **Other Insurance Provisions:**
- i. **Primary, Non-contributory Insurance.** The CONTRACTOR'S and CONTRACTOR'S subcontractors' insurance policies and additional named insured endorsements shall provide primary insurance coverage and be non-contributory. Any insurance, self-insured retention, deductible, risk retention or insurance pooling maintained or participated in by the County shall be excess and not contributory to such insurance policies. All CONTRACTOR's and CONTRACTOR's subcontractors' liability insurance policies must be endorsed to show this primary coverage.
  - ii. **Waiver of Subrogation.** CONTRACTOR hereby agrees to a waive subrogation with respect to each insurance policy maintained under this Agreement. When required by an insurer, or if a policy condition does not permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR agrees to notify the insurer and obtain such endorsement. This requirement shall not apply to any policy which includes a condition expressly prohibiting waiver of subrogation by the insured or which voids coverage should the CONTRACTOR enter into such a waiver of subrogation on a pre-loss basis.
  - iii. **Subcontractors.** The CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.
  - iv. **No Limitation on Liability.** The insurance maintained under this Agreement shall not in any manner limit or qualify the liabilities or obligations of the CONTRACTOR under this Agreement. All insurance policy deductibles and self-insured retentions for policies maintained under this Agreement shall be paid by the CONTRACTOR.
  - v. **Payment Conditioned on Insurance.** The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. Compensation and/or payments due to the CONTRACTOR under this Agreement are expressly conditioned upon the CONTRACTOR's strict compliance with all insurance requirements. Payment to the CONTRACTOR shall be suspended in the event of non-compliance. Upon receipt of evidence of CONTRACTOR's compliance, payments not otherwise subject to withholding or set-off will be released to the CONTRACTOR.
  - vi. **Failure to Report.** Any failure to comply with reporting provisions of the insurance policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.
  - vii. **Verification of Coverage and Acceptability of Insurers:** The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and

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having A.M. Best Company ratings of no less than A-, with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

- viii. **Endorsements and Certificates of Insurance.** The CONTRACTOR shall, for each required insurance policy, provide a Certificate of Insurance, with endorsements attached, evidencing all required coverage, limits, deductibles, self-insured retentions and endorsements and which is conditioned upon the County receiving thirty (30) days prior written notice of reduction in coverage, cancellation or non-renewal. Each Certificate of Insurance and all insurance notices shall be provided to the [Insert Title, Department Name and Mailing Address]. underlying insurance contract will not be canceled or allowed to expire except on thirty (30) days prior written notice to the COUNTY.

1. Certificates of Insurance shall show the COUNTY contract number to which it applies, show the certificate holder as Thurston County with the Office or Department issuing the Contract, and include c/o of Thurston County Risk Management Division. The address of the Certificate Holder shall be shown as 2000 Lakeridge Drive, Olympia, WA 98502-6045.
2. Written notice of cancellation or change of insurance policies shall be mailed to the COUNTY at the following address:

Attn: Risk Management  
Human Resources MS: B4-2HR  
2000 Lakeridge Drive S.W.  
Olympia, Washington 98502

- ix. **Review of Policy Provisions.** Upon request, the CONTRACTOR shall provide a full and complete certified copy of all requested insurance policies to the County. The County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements, or to reject any insurance policies which fail to meet the requirements of this Agreement. Additionally, the County reserves the right, but not the obligation, to review and reject any proposed insurer providing coverage based upon the insurer's financial condition or licensing status in Washington. Any deductibles and/or self-insured retentions exceeding \$25,000, stop loss provisions, and/or exclusions contained in such policies must be approved by the County in writing. For any deductibles or self-insured retentions exceeding \$25,000 or any stop-loss provisions, the County shall have the right to request and review the CONTRACTOR's most recent annual financial reports and audited financial statements as a condition of approval.

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**9. TERMINATION**

- a. The COUNTY may terminate this Contract for convenience in whole or in part whenever the COUNTY determines in its sole discretion that such termination is in the best interests of the COUNTY. The COUNTY may terminate this Contract upon giving ten (10) days written notice by Certified Mail to the CONTRACTOR. In that event, the COUNTY shall pay the CONTRACTOR for all costs incurred by the CONTRACTOR in performing the Contract up to the date of such notice. Payment shall be made in accordance with Section 5 of this Contract.
- b. In the event that funding for this project is withdrawn, reduced or limited in any way after the effective date of this Contract, the COUNTY may summarily terminate this Contract notwithstanding any other termination provision of the Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable.
- c. If the CONTRACTOR breaches any of its obligations hereunder, and fails to cure the breach within ten (10) days of written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR only for the costs of services accepted by the COUNTY, in accordance with Section 5 of this Contract. Upon such termination, the COUNTY, at its discretion, may obtain performance of the work elsewhere, and the CONTRACTOR shall bear all costs and expenses incurred by the COUNTY in completing the work and all damage sustained by the COUNTY by reason of the CONTRACTOR'S breach. If, subsequent to termination, it is determined for any reason that (1) the CONTRACTOR was not in default, or (2) the CONTRACTOR'S failure to perform was not its fault or its subcontractor's fault or negligence, the termination shall be deemed to be a termination under subsection a of this section.

**10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING**

- a. The CONTRACTOR shall perform the terms of the Contract using only its bona fide employees or agents who have the qualifications to perform under this Contract. The obligations and duties of the CONTRACTOR under this Contract shall not be assigned, delegated, or subcontracted to any other person or firm without the prior express written consent of the COUNTY.
- b. The CONTRACTOR warrants that it has not paid nor has it agreed to pay any company, person, partnership, or firm, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**11. NON-WAIVER OF RIGHTS**

- a. The parties agree that the excuse or forgiveness of performance, or waiver of any provision(s) of this Contract does not constitute a waiver of such provision(s) or future performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.



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**12. INDEPENDENT CONTRACTOR**

- a. The CONTRACTOR'S services shall be furnished by the CONTRACTOR as an Independent Contractor and not as an agent, employee or servant of the COUNTY. The CONTRACTOR specifically has the right to direct and control CONTRACTOR'S own activities in providing the agreed services in accordance with the specifications set out in this Contract.
- b. The CONTRACTOR acknowledges that the entire compensation for this Contract is set forth in Section 5 of this Contract, and the CONTRACTOR is not entitled to any COUNTY benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to COUNTY employees.
- c. The CONTRACTOR shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives. No subcontractor, employee, agent or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an employee, agent or representative of the COUNTY.
- d. The CONTRACTOR shall assume 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, county, federal or state legislation which is now or may during the term of this Contract be enacted as to all persons employed by the CONTRACTOR and as to all duties, activities and requirements by the CONTRACTOR in performance of the work on this project and under this Contract and shall assume exclusive liability therefore, and meet all requirements thereunder pursuant to any rules or regulations.
- e. The CONTRACTOR agrees to immediately remove any of its employees or agents from assignment to perform services under this Contract upon receipt of a written request to do so from the COUNTY'S Representative or designee.

**13. COMPLIANCE WITH LAWS**

- a. The CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in performing this Contract.

**14. INSPECTION OF BOOKS AND RECORDS**

- a. The COUNTY may, at reasonable times, inspect the books and records of the CONTRACTOR relating to the performance of this Contract. The CONTRACTOR shall keep all records required by this Contract for six (6) years after termination of this Contract for audit purposes.

**15. NONDISCRIMINATION**

- a. The CONTRACTOR, its assignees, agents or subcontractors shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, ethnicity, religion, national origin, age, sex, marital status, veteran or military status, sexual

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orientation or the presence of any disability. Implementation of this provision shall be consistent with RCW 49.60.400.

**16. OWNERSHIP OF MATERIALS/WORK PRODUCED**

- a. Material produced in the performance of the work under this Contract shall be “works for hire” as defined by the U.S. Copyright Act of 1976 and shall be owned by the COUNTY. This material includes, but is not limited to, books, computer programs, plans, specifications, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The COUNTY agrees that if it uses any materials prepared by the CONTRACTOR for purposes other than those intended by this Contract, it does so at its sole risk and it agrees to hold the CONTRACTOR harmless therefore to the extent such use is agreed to in writing by the CONTRACTOR.
- b. An electronic copy of all or a portion of material produced shall be submitted to the COUNTY upon request or at the end of the job using the word processing program and version specified by the COUNTY.

**17. DISPUTES**

- a. Differences between the CONTRACTOR and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY’S Representative or designee as noted in Paragraph 4 above. All rulings, orders, instructions and decisions of the COUNTY’S Representative shall be final and conclusive, subject to the CONTRACTOR’S right to seek judicial relief pursuant to Section 18.

**18. CHOICE OF LAW, JURISDICTION AND VENUE**

- a. This Contract has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.
- b. Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

**19. SEVERABILITY**

- a. If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

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- b. If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.
- c. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

**20. ENTIRE AGREEMENT**

- a. The parties agree that this Contract is the complete expression of its terms and conditions. Any oral or written representations or understandings not incorporated in this Contract are specifically excluded.

**21. NOTICES**

- a. Any notices shall be effective if personally served upon the other party or if mailed by registered or certified mail, return receipt requested, to the addresses set out in Section 4. Notice may also be given by facsimile with the original to follow by regular mail. Notice shall be deemed to be given three days following the date of mailing or immediately if personally served. For service by facsimile, service shall be effective upon receipt during working hours. If a facsimile is sent after working hours, it shall be effective at the beginning of the next working day.

**The parties hereto acknowledge that the waiver of immunity set out in Section 7.b. was mutually negotiated and specifically agreed to by the parties herein.**

CONTRACTOR:

Thurston County, Washington

Firm: [CONTRACTORNAME]

By: [CONTRACTORSIGNER]

By: [COUNTYREPNAME]

Title: [CONTRACTORSIGNERTITLE]

Title: [COUNTYREPTITLE]

Signature: \_\_\_\_\_  
(Authorized Representative)

Signature: \_\_\_\_\_

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

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

Address: [CONTRACTORADDRESS]

[CONTRACTORCITY], WA [CONTRACTORZIP]

**Approved as to Form by the Prosecuting Attorney's Office**  
**Date Reviewed: February 5, 2014**

PROFESSIONAL SERVICES CONTRACT

**THURSTON COUNTY / Thurston County** Public Health & Social Services

EXHIBIT A

**SCOPE OF SERVICES**

1. The services to be performed by the CONTRACTOR under this Contract, which are described in Section 2 of the Contract (SERVICES PROVIDED BY THE CONTRACTOR), are set forth as follows:

[SCOPEOFSERVICES]

2. The services to be performed by the COUNTY under this Contract, which are described in Section 3 of the Contract (ASSISTANCE PROVIDED BY THE COUNTY) are set forth as follows (if applicable):

[COUNTYASSISTANCE]

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EXHIBIT B

**COMPENSATION**

1. The CONTRACTOR'S compensation under this Contract, which is described in Section 5 of the Contract (COMPENSATION), is set forth as follows:

[CONTRACTORCOMPENSATION]