

PROFESSIONAL SERVICE AGREEMENT  
BETWEEN CASCADIA CONSULTING PARTNERSHIP, LLC AND  
THE COQUILLE INDIAN HOUSING AUTHORITY

THIS AGREEMENT is entered into between Cascadia Consulting Partnership, P.O. Box 249, 163 "D" Street, Independence, OR 97351, herein after referred to as "CONSULTANT" and The Coquille Indian Housing Authority, The Tribal Designated Housing Entity (TDHE) of the Coquille Indian Tribe, herein after referred to as "CLIENT". The CONSULTANT and CLIENT mutually agree to the following terms and conditions.

**SECTION 1 - OBLIGATIONS OF CONSULTANT**

A. Subject to the terms and conditions herein, CLIENT agrees to engage the services of the CONSULTANT for a period of time mutually approved by CLIENT and the CONSULTANT, commencing on June 1, 2019 and extending to December 31, 2019, unless both parties sign a document extending this agreement.

B. The CONSULTANT shall assist the CLIENT in grant writing, project development, and provide other professional services as requested by the CLIENT.

C. The CONSULTANT shall be compensated for their services in the following manner:

1. The CONSULTANT may assist the CLIENT in any professional services requested by the CLIENT and agreed to by the CONSULTANT on a "fee for services" basis. The specific scope of the work will be established by the Executive Director under the authority of the Board of Directors and agreed to by the CONSULTANT prior to commencing said work. The CONSULTANT may participate in research, writing, training, planning, grant writing, marketing, negotiations, and other general developmental functions as needed to implement the organizational development strategy of the CLIENT. The CONSULTANT will be available for this work as needed and as directed by CLIENT. The CONSULTANT will provide a monthly itemized billing to the CLIENT by the fifth work day of each month which shall be payable on a fifteen (15) day net basis. The CONSULTANT shall be compensated for their services in the following manner:

1a. The CONSULTANT and CLIENT may agree to a fixed flat rate for completing a designated scope of work. The terms of this agreement will be enunciated in a separate signed Memorandum of Understanding. The CONSULTANT will bill monthly based on percentage of project completed, but total billing will not exceed the flat rate budget identified in the MOU.

or

1b. The CONSULTANT and CLIENT may agree to an hourly contract for completing a designated scope of work. The terms of this agreement will be enunciated in a separate signed Memorandum of Understanding. The agreed upon billable rate for all consultant services is \$99 per hour.

2. The CONSULTANT may charge the CLIENT for mileage for any meetings or activities

required to complete the project. Mileage reimbursement will be set at \$0.585/mile. The roundtrip mileage will be calculated based on MapQuest published distance between downtown Independence, Oregon and the downtown area of the location the CONSULTANT is required to travel.

3. The CONSULTANT may charge the CLIENT for travel time for any meetings or activities required to complete the project. Travel reimbursement shall be calculated for each representative of the CONSULTANT making the required trip. The travel reimbursement rate is calculated at \$25 per hour for each of the CONSULTANT'S representatives traveling to the required location. The roundtrip hours will be calculated based on MapQuest published travel time between downtown Independence, Oregon and the downtown area of the location the CONSULTANT is required to travel.

4. The CONSULTANT and the CLIENT may agree to any other charges and services as is mutually acceptable. These charges and services shall be outlined in a Memorandum of Understanding or other Addendum to this Professional Services Agreement.

5. All information, data, and reports as are existing, available, and necessary for carrying out the work shall be furnished to the CONSULTANT without charge by CLIENT and the CLIENT shall cooperate with the CONSULTANT in the performance of its task, unless the CLIENT determines that protocol and procedures limit access to proprietary and confidential information.

6. All reports, information or data given to, or prepared or assembled by the CONSULTANT under this agreement, shall be treated by the CONSULTANT in full confidence and shall not be made available to any individual or organization by the CONSULTANT without the prior written approval of the CLIENT.

7. CONSULTANT shall inform the CLIENT of any new or current client, which may be considered a potential conflict of interest during the term of this agreement. If a conflict of interest is determined by CLIENT and cannot be resolved to CLIENT'S satisfaction, this constitutes grounds for termination of the contract.

C. CONSULTANT shall submit invoices for payment directly to:

Anne Cook, Executive Director  
Coquille Indian Housing Authority  
2678 Mexeye Loop  
Coos Bay, Oregon 97420  
541-888-6501

The Executive Director shall review the invoice for accuracy and process said invoice for payment.

D. CONSULTANT shall provide the key personnel necessary to render the professional judgment recommendations and services retained under this agreement. CONSULTANT services shall conform to customary standards of professionalism and quality. The Project Coordinator for the CONSULTANT shall be Rich Foster, Managing Partner for Cascadia Consulting Partnership, LLC.

## **SECTION II. OBLIGATIONS OF CLIENT**

A. CLIENT agrees to pay CONSULTANT in accordance with the provisions of this agreement. CONSULTANT agrees to accept the hourly payments and other payments as set forth in agreement, as full compensation, satisfaction and discharge for the work provided. Compensation for fee-for-service consultation shall not exceed an amount approved by the CLIENT prior to work commencing, unless additional time or reimbursed costs are approved by the CLIENT in writing prior to additional services being rendered. Said compensation shall be based on hourly billable time as presented by the CONSULTANT and approved by the CLIENT except as agreed to by the parties herein. Upon receipt by the CLIENT, payment will be remitted within fifteen (15) days from the invoice date.

B. The CONSULTANT shall be an independent contractor to the CLIENT and his relationship to the CLIENT shall be governed by this agreement.

## **SECTION III. GENERAL PROVISIONS**

A. The CLIENT and the CONSULTANT, by mutual written agreement may terminate this agreement at any time. Either party may terminate this agreement at any time, for any reason, upon providing the other party thirty (30) days advance written notice. Furthermore, either the CLIENT or the CONSULTANT may terminate this agreement in the event of a breach of the agreement by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the party has not entirely cured the breach with ten (10) days of the notice, then the party giving the notice may terminate the agreement at any time thereafter by giving a written notice of termination.

B. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

C. Work activities performed by the CONSULTANT during any such thirty (30) days notice of termination period are to be approved by the CLIENT prior to performing the work.

D. This agreement may be modified by mutual consent evidenced by written instrument signed by the duly authorized representatives of both parties.

E. Subject to the restraints imposed by any applicable federal, state, or local law, CONSULTANT agrees to provide access to any books, documents, papers, and records of the

CONSULTANT which are directly pertinent to the agreement for the purpose of making audit examination, excerpts, and transcripts, for a time period of not less than three (3) years from the termination and/or completion of this agreement.

F. The CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed by this agreement. The CONSULTANT further covenants that in the performance of this agreement no person having such interest shall be employed by him.

G The CLIENT has authority to publish, disclose, distribute, and otherwise use, in whole or part, any reports, data, plans, or their materials prepared by the CONSULTANT under this agreement subject to the restraints of applicable federal, state, and local law. All work products produced by the CONSULTANT shall be the sole and exclusive property of the CLIENT. The CONSULTANT renounces all rights to ownership of any materials created or developed as part of this agreement.

H. The CONSULTANT agrees that it shall not assign, sell, transfer, pledge, or hypothecate this agreement or the rights or obligations contained herein without the prior express written consent of the CLIENT. Notwithstanding CLIENT approval of a subcontractor, the CONSULTANT shall remain obligated for full performance hereunder, and the CLIENT shall incur no obligation other than its obligations to the CONSULTANT hereunder.

I. It is agreed that any written notice required in the agreement may be either served personally, registered mail or certified mail upon either party at the address of said party to be served. Each party shall supply the other party with current address information. Service by mail shall be deemed complete when said notice is deposited with the United States Postal Service at an authorized government-owned receptacle with proper postage affixed thereto.

J. This agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of the agreement, except such representations as are specifically set forth herein, and each of the parties hereto acknowledges that it has relied on its own judgement in entering into this agreement.

K. CONSULTANT shall assume all responsibility for his acts, hereunder and shall indemnify and hold harmless the CLIENT from and against all damages, liability, claims, expenses, and causes of action that may arise in whole or part out of or result from CONSULTANT's acts, errors or omissions.

L. The CONSULTANT shall provide the CLIENT with proof of workers compensation coverage (Workers Compensation Policy) upon request.

M. CONSULTANT agrees that they are engaged as an independent contractor as defined by law and shall bear full responsibility for maintaining all necessary records, tax and withholding

deductions and reporting/payment requirements to applicable federal and state agencies, which may include, but is not limited to workman's compensation, unemployment funds, and other such funds required by law, and agrees to report all earnings as defined by the U.S. Department of Treasury, Internal Revenue Service. CONSULTANT shall hold CLIENT harmless and not responsible or liable for the payments or such taxes and withholding deductions as required by law.

N. Charges for this agreement can be incurred as of the effective date of this agreement.

O. This agreement terminates thirty (30) days from the date of notice provided to the other party and in no way obligates CLIENT beyond that date unless mutually agreed by the parties in writing.

P. CLIENT agrees that should payments to CONSULTANT be past due (beyond thirty (30) days), the CONSULTANT may affix an interest charge not to exceed 1.5% per month on all unpaid balances until such time as payment is received by the CONSULTANT.

Q. This agreement shall be construed under the laws of the state of Oregon. Polk County, Oregon will be the venue for any legal proceedings arising out of this contract. In any action arising out of the agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate through their duly authorized representatives as of the last dates written below:

**CLIENT:**

The Coquille Indian Housing Authority  
2678 Mexeye Loop  
Coos Bay, Oregon 97420

\_\_\_\_\_  
Anne Cook, Executive Director

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

**CONSULTANT:**

Cascadia Consulting Partnership, LLC  
P.O. Box 249  
163 "D" Street  
Independence, Oregon 97351

\_\_\_\_\_  
Rich Foster, Managing Partner

Date: 5/16/19