

Communication Management Partners (a DBA of Webspecialists, LLC)
And
Company Name

Professional Services Agreement

This Agreement is effective **(Date)** by and between the Parties, Communication Management Partners, herein referred to as Consultant, whose address is 9 South Washington Street, Suite 510, Spokane, WA 99201 and **(Company Name and Address)**.

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

1. Scope. Consultant agrees to perform communication, project management, and technical services. Consultant will perform other services as mutually agreed upon by the parties, when and as requested by Company.
2. Tasking Letters. Consultant shall provide such professional and/or technical services as described in Tasking Letters (the "Services") (similar to the format shown in Exhibit A) issued and agreed to from time to time between Company and Consultant during the term of this Agreement. Such executed Tasking Letters shall become part of this Agreement.
3. Draft Tasking Letter Offering. Company will offer draft Tasking Letters describing the services to be performed (the "Project"), the location where the services will be performed, if known (the "Project Site"), the projected date of commencement, projected date of completion, and other pertinent details related thereto to Consultant.
4. Consultant Response to Draft Tasking Letter. Consultant shall respond in writing to offered draft Tasking Letter(s) by either:
 - i. Refusing to undertake services in those areas in which it does not reasonably consider itself competent, or
 - ii. Providing the following information appropriate to the Tasking Letter:
 - A. An estimate of cost to perform the Services, provided that such cost estimate shall only be a budgetary limitation and shall not be construed as a guaranteed price, it being understood that despite such cost estimate, the Services will be performed on a cost-reimbursable basis rather than a lump sum, fixed-price, or guaranteed maximum cost basis.
 - B. An estimated schedule for performance based on the Services described in the Tasking Letter, including a Target Completion Date upon which date all Services would be substantially complete.

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- C. The anticipated place of performance and personnel qualifications down to project engineer level.
5. At such time as Company and Consultant agree on the contents of each Tasking Letter, Company will sign the Tasking Letter and Consultant will sign an acknowledgement, at which time Services shall commence.
 6. Consultant shall perform its Services based upon information furnished by Company, and Consultant shall be entitled to rely upon such information.
 7. Fees. Company will pay Consultant fees as listed in Exhibit B, Schedule of Rates.
 8. Payment. Consultant will bill Company semimonthly for services, and Company will make payment to Consultant within 30 days after receipt of the invoice for services. In the event Company does not make timely payment for services, Consultant may cancel this agreement.
 9. Expenses. Company agrees to reimburse Consultant for reasonable and preapproved travel expenses incurred in connection with the performance of services hereunder.
 10. Termination. Either party may terminate this agreement at any time upon not less than fifteen (15) day prior written notice to the other. Company will notify the Consultant immediately upon such termination in writing, without incurring additional liability to Consultant, provided however, that Company will pay Consultant for all services and all expenses actually provided up to date of termination by Company.
 11. No Employment Relationship. This agreement and the work performed hereunder shall not be deemed to create a relationship of employment between Company and Consultant. Consultant shall indemnify and hold Company harmless for any loss, cost, damage, or injury to Consultant or to third persons, arising directly or indirectly out of, or in the course of, performance of the services under this Agreement and which are caused by or result from the negligent or intentional actions of Consultant or of third parties. Consultant professes that he is independently established in business, is filing as schedule of expenses with the IRS, has established an account with the Department of Revenue and other appropriate state taxing agencies, and is maintaining separate records for the business.
 12. Non-solicitation. Each of the Company and Consultant agrees that it will not solicit the employment of any employee or Consultant of the Company or Consultant, respectively, or induce any employee or Consultant of the Company or Consultant, respectively, to terminate his or her relationship with the Company or Consultant for employment with the Company or Consultant, as applicable, for a term of 12 months from the date of a Termination of Consultant/Consultant services under the terms of this Agreement or any Contract.

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13. Contract Term/Cancellation. The term of this Agreement shall be open and on a project-by-project basis beginning from and on the date of the Agreement.
14. Confidentiality. Consultant has executed the confidentiality agreement with Company.
15. Subject to Laws. This Agreement is subject to all applicable federal, state and local laws, and regulations, ruling and orders of governmental agencies. Either party may terminate its obligations under this Agreement if ordered to do so by the final order or ruling of a court or other governmental agency or if such order or ruling would make it impossible for either party to carry out its obligations under this Agreement. In addition, if at any time during the term of this Agreement, the action of a governmental agency requires modification of Consultant's services provided hereunder to meet legal requirements, or renders performance by either party commercially unreasonable, the parties will enter into negotiations to achieve an equitable adjustment of any increased costs incurred by either party.
16. Assignment. Company shall not assign, sublet, delegate or transfer any of its rights or obligations under this Agreement without the proper written consent of Consultant, whose consent will not be unreasonably withheld. As this is a professional services agreement relying on Consultant's unique skills and attributes, Consultant may not assign his obligations under the agreement.
17. Governing Law. This Agreement shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the law of the State of Washington. Venue shall be solely in the courts of Spokane, County of Spokane, Washington.
18. Notices. Notices under this agreement shall be in writing and shall be served upon either party by US Certified Mail, return receipt requested, addressed as indicated above.
19. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall remain in effect and binding upon the parties. The invalid or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid and enforceable comes closest to the intention of the parties underlying the invalid or unenforceable provision.
20. Force Majeure. Neither party shall be liable for any failure of performance hereunder due to causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, storm, or other similar catastrophes; any law, order, regulation, direction, action or request of the United States Government or any other

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government including state and local governments having jurisdiction over either of the parties or of any department, agency, commission, court, bureau, governments, or of any civil or military authorities; national emergencies; insurrection; riots; war or strikes; lockouts or work stoppages.

21. Waiver. The failure of either party to give notice of default, or to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or the granting of an extension of time for performance, shall not constitute the permanent waiver of any term or condition of this Agreement, and this Agreement and each of its provisions shall remain at all times on full force or effect until modified by the parties in writing.
22. No Property Conveyed. Nothing herein shall be construed as conveying any interest in any property of Consultant to Company or of Company to Consultant and neither party shall represent that such conveyance has occurred by any person or agency.
23. Alternative Dispute Resolution.

Mediation: If a dispute arises between the parties relating to this Contract, the parties may agree to submit the dispute to mediation. The parties may jointly appoint an acceptable mediator and shall share equally in the cost of such mediator. If the mediator proves unsuccessful, the parties may then proceed with such other means of dispute resolution as provided herein.

Arbitration: If the Contract dispute is not resolved by mediation, the parties agree to binding arbitration. The arbitrator shall be a member of the American Arbitration Association and shall be selected in accordance with the established procedures of the AAA. The parties shall share the cost of the arbitrator equally, and each party shall be responsible for its own expenses of representation. The arbitrator's decision shall be based on the interpretation of the terms and conditions set forth in this Contract. The arbitrator shall have no authority to change or modify the terms of this Contract and shall confine himself or herself to the issue submitted for arbitration. The arbitrator's decision shall be final and binding.

24. Modifications. No subsequent Agreement between Company and Consultant concerning the service shall be effective or binding unless it is made in writing and no representative, promise, inducement or statement of intention has been made by either party, which is not embodied herein.
25. Parties Bound. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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26. Integration. This Agreement sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the service described herein.

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EXHIBIT A

**Sample Tasking Letter
TECHNICAL SERVICES**

PART I – REQUIREMENTS

1. Consultant is required to provide the Services herein described:

2. For each of the Services to be performed under this Tasking Letter, an authorized representative of Company (**Company**) and Consultant (Communication Management Partners) must initial below:

a. Design and Engineering:

The Company

The Consultant

Description of Services:

b. Research and Development:

The Company

The Consultant

Description of Services:

3. Services under this Tasking Letter and Agreement are to be performed at:

4. Services under this Tasking Letter and Agreement will commence on _____. All Services under this Tasking are to be completed by _____, unless sooner terminated or suspended in accordance with the provisions of this Agreement.

5. Company requires that the services consist of: (Describe any other requirements for the intended performance.)

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PART II - TERMS AND CONDITIONS

1. Describe any terms and conditions that may supplement this Tasking Letter or revise the terms and conditions of the Agreement:

PART III - ESTIMATED COST & COMPENSATION

1. Estimate the cost of work to be performed under this Tasking Letter:
2. Describe the compensation method for the Services provided under this Tasking Letter:

By: CONSULTANT:

Signature: _____

Name: Ben Henkels

Title: Principal

Date: _____

Company hereby accepts the above Tasking and price as described and/or amended herein. Consultant shall commence performance (as indicated above or on a specific date).

By: COMPANY:

Signature: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT B

Communication Management Partners Hourly Rates by Grade

Principal	\$150.00/hr.
Database Specialist	\$150.00/hr.
Sr. Project Manager	\$120.00/hr.
Project Manager	\$100.00/hr.
Communication Analyst	\$100.00/hr.
Network Engineer	\$100.00/hr.
Researcher/Installer/Commissioner	\$ 85.00/hr.
Technical Drawing	\$ 85.00/hr.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

By: CONSULTANT:

Signature: _____

Name: _____

Title: _____

Date: _____

By: COMPANY:

Signature: _____

Name: _____

Title: _____

Date: _____

End of Page

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