

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 26th day of March, 2008, by and between the PORT OF HOODSPORT, WASHINGTON (hereinafter referred to as the "Port") and RICHARD W. MCEACHIN of NW Business Proficiency Consulting Services, (hereinafter referred to as "Contractor").

WHEREAS, the Port desires to have certain services performed, which require administrative duties and other supportive capabilities as described in "Exhibit A"; and

WHEREAS, the Contractor represents that he and his company are qualified and possess sufficient skills, experience, and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance containing herein, the parties agree as follows:

I. DURATION OF AGREEMENT

This Agreement shall be effective commencing on April 1, 2008. This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party. However, the Port has the ability to terminate this Agreement with less than 90 days written notice for performance related issues.

II. SCOPE OF WORK AND SCHEDULE

2.1 The Contractor shall provide services for the scope of work set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

III. COMPENSATION AND METHOD OF PAYMENT

3.1 For Contractor's services, the Port will pay the Contractor \$3,000 per month on the last day of each month, commencing in April 2008.

IV. RELATIONSHIP AND RESPONSIBILITIES OF PARTIES

4.1 It is understood by both parties that the Contractor is an independent Contractor, and not an employee of the Port. The Port will not provide the Contractor any fringe benefits, including but not limited to health insurance benefits, paid vacation, or any other employee benefit. The Contractor shall be solely responsible for any and all local, state, or federal withholding taxes social security, or self-employment taxes, business and occupation taxes, or any other tax obligation which arise from compensation received pursuant to this Agreement.

4.2 The Port shall:

- (A) Provide direction as to duties or services needed, for each project, during the Port of Hoodsport Port Commission public meetings.

V. COMPLIANCE WITH LAWS AND REGULATIONS

5.1 In performing this Agreement, the Contractor agrees to comply with all federal, state, and local laws, ordinances, and regulations, including standards for licensing, certifications, and operation of facilities and programs.

VI. CONTRACTS AND AGREEMENTS

6.1 Any and all contracts or agreements, proposals, partnerships, interlocal agreements, memoranda of understanding, subcontracting, or other actions taken pursuant to the provisions of this Agreement which would bind the Port legally and/or encumber public funds shall be reviewed and approved by the Port of Hoodsport Port Commission, prior to entering into such agreements.

VII. INDEMNIFICATION/HOLD HARMLESS

7.1 Any and all services rendered or performed pursuant to this Agreement will be rendered or performed entirely at the Contractor's own risk. The Contractor expressly agrees to indemnify and hold harmless the Port and all of its officers, agents, representatives, employees, successors, transferees and assigns, from any and all liability, loss, or damage it may suffer as a result of claims, demands, legal actions, or damages to any and all persons or property.

VIII. ENTIRE AGREEMENT

8.1 The parties agree that this Agreement is the complete expression of the terms and conditions hereto, and any oral representations or understandings not incorporated herein are excluded. The parties agree that any modification of this Agreement must be in writing and signed by both parties.

IX. SEVERABILITY

9.1 If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such term or provision shall be read out of this Agreement and shall not affect the validity of any remaining sections, part or provision of this Agreement, nor give rise to any cause of action by either party against the other, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

X. WAIVER OF CONTRACTUAL RIGHT

10.1 The failure of either party to enforce any provision of this Agreement shall not be deemed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

XI. NON-ASSIGNABILITY

11.1 This Agreement shall not be assigned or transferred by the Contractor, directly or indirectly, (including subcontracting) without the prior written consent of the Port of Hoodsport Port Commission. The Port shall have sole discretion in determining if it will approve any such assignment or transfer.

XII. CHOICE OF LAW AND VENUE

12.1 This Agreement shall be governed and interpreted under the laws of the State of Washington. In the event litigation is commenced to enforce any of the terms or provisions of this Agreement, the parties agree that the venue of such action shall be in the Superior Court of Mason County, Washington.

XIII. NOTICES

13.1 Except as otherwise provided, any notice required under this Agreement shall be made by written notice and sent to the other party by first class mail, postage paid, at the addresses below, or to any agent designated in writing by either party. Notices shall be sent to the parties as follows:

Port of Hoodsport
Port Commission
P.O. Box 429
Hoodsport, Wa 98584

Richard McEachin
NW Business Proficiency Consulting
170 E Hemlock Ln
Union, Wa 98592

XIV. EXECUTION

This Agreement or amendments hereto, shall be executed on behalf of each party by its duly-authorized representative. This Agreement, or any amendment, shall be deemed adopted upon the date of execution by said duly-authorized representatives of the parties.

DATE: _____

PORT OF HOODSPORTⁱ

By: _____

DATE: _____

Richard W. McEachin Sr.
NW Business Proficiency Consulting Services

EXHIBIT "A"

The Contractor shall hold the title of "Executive Director for the Port of Hoodsport" and shall perform the following Duties and Services for the Port of Hoodsport as follows:

Perform those tasks as directed by the majority vote of the Port of Hoodsport Commissioners including:

Seek and obtain local, state, and federal grants for projects including but not limited to the current "Capital Facilities Plan" .

Seek and obtain other funds as directed by the Commission to include loan financing.

Moderate and facilitate community meetings as directed by the Port of Hoodsport Commissioners.

Perform the day to day administrative duties as the Executive Director.

Attend and present the Port of Hoodsport input at County, State, and Federal meetings.

Supervise and direct the Administrative Assistant position.

Prepare and present a draft budget for Commission review and approval.

Other duties as assigned by the Commission.
