

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

This professional services agreement, hereafter "agreement" is entered into by and between KPFF INC., hereafter "contractor" and TILLAMOOK COUNTY a political subdivision of the State of Oregon, hereafter "county", pursuant to ORS 203.010. County and contractor intend to contract for STRUCTURAL ENGINEERING SERVICES FOR THE COURTHOUSE SEISMIC RETROFIT STUDY. The mutual promises of each are given in exchange and as consideration for, the promises of the other.

**COUNTY AND CONTRACTOR MUTUALLY COVENANT AND AGREE AS FOLLOWS:**

**1. AGREEMENT**

Contractor promises to provide, and county promises to pay for, the services described below according to the provisions of this agreement.

**2. AGREEMENT PRICE AND AMOUNT**

The price for the services provided by contractor shall be not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00), plus the cost of reimbursable expenses as described in the revised scope of work dated December 16, 2021.

**3. AGREEMENT TERM**

The term or period of this agreement shall begin January 3, 2022 and end April 30, 2022.

**4. AGREEMENT DOCUMENTS**

The following documents comprise the agreement and are incorporated herein by reference in their entirety.

- 4.1. This Agreement;
- 4.2. Public Contract Provisions; and
- 4.3 Revised Scope of Work Dated December 16, 2021.

**5. TERMINATION**

**5.1. WITHOUT NOTICE**

This agreement shall terminate without any requirement of notice to either party when the first of the following events occurs:

- 5.1.1. The parties mutually consent to termination in writing.
- 5.1.2. The agreement term ends.
- 5.1.3. The moment prior to the contractor filing for the settlement of debts or any debt restructuring in any state, federal or other court of competent jurisdiction.

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

5.1.4. When contractor's proposed agreement price adjustments exceed agreement specifications.

5.2. WITH NOTICE

This agreement may also end and notice shall be served as required when:

5.2.1. Any party breaches any duty, term or condition of this agreement.

5.2.2. Either party commits a fraud or misrepresentation upon the other party.

5.2.3. Public funds are no longer available to support this agreement.

5.2.4. Either party gives thirty (30) days written notice.

## GENERAL PROVISIONS

### 6. STATUS OF CONTRACTOR

The parties intend that contractor, in performing the services specified in this agreement, shall act as an independent contractor.

- 6.1. The compensation provided herein shall be exclusive and county shall neither pay nor provide contractor with any fringe benefits, including, but not limited to, retirement, health insurance, Workers' Compensation insurance, unemployment insurance or sick leave. No additional compensation or alternate form thereof shall be payable by county to contractor for any purpose whatsoever unless otherwise agreed in writing. Contractor shall be responsible for paying all income taxes, Social Security or self-employment taxes, or any other taxes or assessments imposed by any governmental body incurred by reason of county's payment of compensation hereunder to contractor. County will report the total amount of all payments to contractor, including any expense, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations.
- 6.2. This agreement is personal as to contractor and contractor may not subcontract any portion of the services to be performed hereunder without the prior written approval of county; provided nothing herein shall prohibit any other consultants employed by contractor or in a firm of which he shall be a member to assist contractor in carrying out the responsibilities herein.
- 6.3. This agreement is not a contract of employment. The parties intend that contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. Contractor shall have the sole authority to determine the manner and means of performing the services described herein and county shall not interfere with, control or direct the manner or method in which such services are performed; provided, county

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

shall direct contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of contractor's services. Except as otherwise expressly provided herein and except for the purposes of the Oregon Tort Claims Act, ORS 30.265, contractor shall not be considered an agent of county.

- 6.4. Contractor shall be responsible for and has obtained or shall obtain and maintain all necessary professional licenses and professional liability insurance, as required by law.
- 6.5. In the event contractor's labor or services shall be performed by contractor's employees, such employees shall be and at all times remain the employees of contractor, under the contractor's sole and exclusive control and shall not be deemed employees of county for any purpose.
- 6.6. Contractor is an independent contractor for purposes of the Workers' Compensation Law (ORS Chapter 656) and unemployment insurance.
  - 6.6.1. Contractor is solely liable for any Workers' Compensation coverage under this agreement. If contractor has the assistance of other persons in the performance of this agreement, contractor shall qualify and remain qualified for the term of the agreement as an insured employer under ORS 656.407. If contractor performs this agreement without the assistance of any other persons, contractor shall execute a Joint Declaration with county's Workers' Compensation carrier absolving county of any and all liability as provided in ORS 656.029.
  - 6.6.2. If contractor is a subject employee for Workers' Compensation or unemployment insurance purposes, contractor shall provide such Workers' Compensation and unemployment coverage benefits at contractor's sole cost and expense and shall provide proof of such insurance and benefits at county's request.
- 6.7. Contractor represents that contractor has filed federal and state income tax returns (a) in contractor's business name or (b) on a business Schedule C as part of contractor's personal income tax returns, if contractor provided consulting services as an independent contractor during the previous calendar year.
- 6.8. Contractor represents that contractor is customarily engaged in an independently established business. To that end, contractor represents that at least three (3) of the following apply to contractor's business (initial those that apply):
  - 6.8.1. CJT Contractor maintains a business location that is separate from the business or work location of the

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

- person for whom the services are provided or that is in a portion of contractor's residence and that portion is used primarily for the business.
- 6.8.2.   CJT   Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as: Contractor enters into fixed price contracts; contractor is required to correct defective work; contractor warrants the services provided; or contractor negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
- 6.8.3.   CJT   Contractor provides contracted services for two (2) or more different persons within a twelve (12) month period, or contractor routinely engages in business advertising solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.
- 6.8.4.   CJT   Contractor makes a significant investment in the business, through means such as: purchasing tools or equipment necessary to provide the services; paying for the premises or facilities where the services are provided; or paying for licenses, certificates or specialized training required to provide the services.
- 6.8.5.   CJT   Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

**7. NON-DISCRIMINATION**

Contractor shall comply with all applicable federal, state and local laws, rules and regulations on non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or disability.

**8. NOTICES**

Any notice required or permitted under this agreement shall be in writing.

- 8.1. Notices shall be deemed given when:
- 8.1.1. Personally delivered, or
  - 8.1.2. Three (3) days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

8.2. Notices, bills and payments sent by mail should be addressed as follows:

COUNTY: Tillamook County  
Attn: Rachel Hagerty  
201 Laurel Avenue  
Tillamook, Oregon 97141  
503-842-3404  
rhagerty@co.tillamook.or.us

CONTRACTOR: KPFF INC.  
Craig Totten  
111 SW Fifth Avenue, Suite 2600  
Portland, Oregon, 97204  
503-227-3251  
craig.totten@kpff.com

**9. STATUTORY PUBLIC CONTRACT PROVISIONS**

Contractor shall comply with the statutory public contract provisions as more particularly set forth herein.

**10. CONFLICT OF INTEREST**

Contractor covenants that contractor 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 contractor's services. Contractor further covenants that in the performance of this agreement no person having any such interest shall be employed.

**11. RECORDS**

Contractor shall create and maintain records in accordance with generally accepted standards of contractor's practice and the records requirements of county. The records shall remain the property of county and be made available to county upon request. Contractor shall exercise due care to maintain the confidentiality of client records in accordance with law.

**12. CONSTRAINTS**

This agreement is expressly subject to the debt limitations of the Oregon Constitution set forth in Article XI, Section 10 and is contingent upon funds being available and appropriated therefore. Any provisions of this agreement which would conflict with law are deemed inoperative to that extent.

**13. INTEGRATION**

This agreement supersedes all prior oral or written agreements between contractor and county regarding this project. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants and conditions in this agreement.

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

**14. SAVINGS**

Should any clause or section of this agreement be declared by a court to be void or voidable, the remainder of this agreement shall remain in full force and effect.

**15. WAIVER; MODIFICATION**

Failure by county to enforce any provision of this agreement does not constitute county's continuing waiver of that provision, any other provision or of the entire agreement. The rights and duties under this agreement shall not be modified, delegated, transferred or assigned, except upon the written, signed consent of both parties.

**16. LIABILITY; INDEMNIFICATION**

County has relied upon the professional ability, qualifications and training of contractor as a material inducement to enter into this agreement. Contractor warrants that all of contractor's services will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of contractor's work by county shall not operate as a waiver or release of any claim. Contractor shall defend, indemnify and hold harmless county, its officers, agents and employees from any claims, liabilities, demands, damages, actions or proceedings, arising from or relating to the professional negligence of contractor in connection with the performance of any services hereunder. **Minimum limits required for professional malpractice is \$1,000,000.** Notwithstanding the foregoing, where applicable, contractor shall be deemed an agent of county, for the sole purposes of a tort liability pursuant to the Oregon Tort Claims Act, ORS 30.265.

Contractor shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant) \$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant) \$2,000,000 (all claimants)
Professional Liability/ Errors and Omissions:	\$1,000,000

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to the county, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing the county as an additional insured on all coverages, excepting medical/professional malpractice insurance. The endorsement shall also contain a notice of cancellation provision.

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

**17. JURISDICTION; LAW**

This agreement is executed in the State of Oregon and is subject to Tillamook County and Oregon law and jurisdiction. Venue shall be in Tillamook County, Oregon, unless otherwise agreed by the parties.

**18. LEGAL REPRESENTATION**

In entering into this agreement, each party has relied solely upon the advice of their own attorney. Each party has had the opportunity to consult with counsel. Each party represents and warrants to the other that they are fully satisfied with the representation received from their respective attorneys.

**19. ATTORNEYS' FEES**

Attorneys' fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

**20. LANGUAGE**

The headings of the agreement paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

**21. SUBCONTRACTING**

Any subcontract ad infinitum of this agreement shall express the GENERAL PROVISIONS section of this agreement or incorporate it by reference.

**ACKNOWLEDGEMENT:**

**EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.**

Approved as to form and content this 22<sup>nd</sup> day of December, 2021.

  
Contract Officer

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

Dated this 10th day of January, 2021.

CONTRACTOR: KPFF INC.

\_\_\_\_\_  
Craig Totten  
111 SW Fifth Avenue, Suite 2600  
Portland, Oregon, 97204  
503-227-3251  
[craig.totten@kpff.com](mailto:craig.totten@kpff.com)

Dated this \_\_\_\_ day of \_\_\_\_\_, 2022.

THE BOARD OF COMMISSIONERS  
FOR TILLAMOOK COUNTY, OREGON

Aye    Nay    Abstain/Absent

\_\_\_\_\_  
David Yamamoto, Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Erin D. Skaar, Vice-Chair

\_\_\_    \_\_\_    \_\_\_/\_\_\_

\_\_\_\_\_  
Mary Faith Bell, Commissioner

\_\_\_    \_\_\_    \_\_\_/\_\_\_

ATTEST:    Tassi O'Neil,  
                  County Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
      Special Deputy

\_\_\_\_\_  
Joel W. Stevens  
County Counsel



PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

PUBLIC CONTRACT PROVISIONS

1. Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any sub-contractor. If contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the contractor or a sub-contractor by any person in connection with the contract as such claim becomes due, the owner may pay such claim to the persons furnishing the labor or materials and charge the amount of payment against funds due or to become due contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the contractor or contractor's surety from contractor's or surety's obligation with respect to any unpaid claim. If the owner is unable to determine the validity of any claim for labor or materials furnished, the owner may withhold from any current payment due contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
2. Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such contractor or sub-contractor incurred in the performance of the contract, and shall be responsible that all sums due the State Unemployment Compensation Fund from contractor or any sub-contractor in connection with the performance of the contract shall promptly be paid.
3. Contractor shall not permit any lien or claim to be filed or prosecuted against the owner on account of any labor or materials furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
4. Contractor and any sub-contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
5. If this contract involves lawn and landscape maintenance, contractor shall salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost effective.
6. Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation furnishing medical surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
7. Contractor shall employ no person for more than ten (10) hours in any one (1) day, or forty (40) in any one (1) week, except in cases of necessity, emergency or where public policy absolutely requires it.

PROFESSIONAL SERVICES AGREEMENT  
TILLAMOOK COUNTY AND KPFF INC.  
STRUCTURAL ENGINEERING SERVICES FOR THE  
COURTHOUSE SEISMIC RETROFIT STUDY

Contractor's employees shall be paid at least time and one-half (1 and 1/2) for all overtime worked in excess of forty (40) hours in any one (1) week, except for individuals under Personal Services Contracts who are excluded under ORS 653.010 to 653.261 or under 29 USC 201 to 209 from receiving overtime.

Persons employed by contractor shall receive at least time and one-half (1 and 1/2) pay for work performed on legal holidays specified in a collective bargaining agreement or in ORS 279C.540(1)(b)(B) to (G) and for all time worked in excess of ten (10) hours in any one (1) day or in excess of forty (40) hours in any one (1) week, whichever is greater.

8. The contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
9. Contractor must give notice to employees, in writing, that they cannot be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of a law, rule, or regulation related to a federal contract or grant.
10. All employers working under the contract are either subject employers who will comply with ORS 656.017 or employers that are exempt under ORS 656.126.
11. The contract may be cancelled at the election of owner for any willful failure on the part of contractor to faithfully perform the contract according to its terms.

END OF PUBLIC CONTRACT PROVISIONS



December 15, 2021

**Revised December 16, 2021**

Ms. Rachel Hagerty  
Chief of Staff  
Tillamook County Board of Commissioners  
201 Laurel Avenue  
Tillamook, OR 97141

**Re: Tillamook County Courthouse Seismic Retrofit Study**

Dear Rachel:

We are pleased to submit the following proposal for structural engineering and cost estimating services for a seismic retrofit study of the Tillamook County Courthouse in Tillamook, Oregon. Based on our discussions, we understand that the purpose of this study is to determine the costs and extents of seismic upgrades necessary to strengthen the original circa 1933 courthouse to achieve either a Life Safety or Immediate Occupancy Performance Level in a current code level earthquake.

Our scope of work will be as follows:

- Review available record documents and perform a visual investigation of the building to confirm the record drawings are accurate.
- Perform an evaluation of the building using the procedures of ASCE 41-17 (*American Society of Civil Engineers Standard 41-17, Seismic Evaluation and Retrofit of Existing Buildings.*)
- Meet with Tillamook County officials to discuss findings of evaluations and options for retrofitting any identified deficiencies.
- Prepare schematic level retrofit plans and a schematic level construction cost estimate for seismic retrofits identified in the evaluation based on feedback from county officials.
  - Rider Levett Bucknall (RLB) will provide cost estimating for the retrofits as a subconsultant to KPFF.
  - Architectural and MEP impacts of the seismic retrofits will be provided by YGH Architectural and Interface Engineers respectively working as subconsultants to KPFF.
- Submit a report detailing findings of the evaluation with recommended retrofits and costs estimate.
- Meet with county officials to present the report.

**Assumptions:**

- Sampling and testing of the construction materials will not be performed in this phase of the project. However, KPFF may recommend that these investigations be performed at a later date if our evaluation determines there is the potential to save on construction costs and impacts of the seismic retrofits.
- Geotechnical site conditions will be based on a previous geotechnical report the county had prepared for the addition of an Annex at the site.

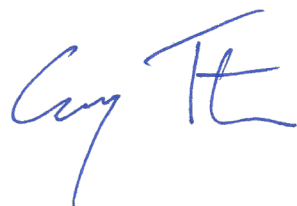
We will provide these basic structural engineering and cost estimating services on a time and materials basis not-to-exceed **\$35,000** at the following hourly rates:

Principal	\$240
Project Manager/Associate	\$190
Senior Engineer	\$165
Design Engineer	\$140
CAD/BIM Modeler	\$130
Administrative	\$95

Terms and conditions will be as provided in the attached Exhibit A. We will bill for our services monthly based on the work completed in the previous month. Reimbursable expenses will be billed at our direct cost.

If you have any questions or need further information, please call me.

Sincerely,



Craig Totten, PE, SE  
Principal



## TERMS AND CONDITIONS

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

### 1. Additional Services

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

### 2. Limitation of Liability

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$1,000,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater.

Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

### 3. Mediation

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

### 4. Dispute Handling

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third-party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

### 5. Suspension of Services

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

### 6. Termination

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

### 7. NOT USED

### 8. Contract Administration

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

### 9. No Third-Party Beneficiary

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third-party against KPFF or Client.

### 10. No Assignments

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

### 11. Payments

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1-½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower).