

Agreement for Plan Review/Inspection Services

This Agreement ("Agreement"), is made and entered into on the day and year indicated by and between the City of McCleary, WASHINGTON, a (Washington municipal corporation), hereinafter referred to as the "CITY", and PNW Community Development Consultants a Washington State Corporation, hereinafter referred to as "PCDC."

1. Scope of Services. PCDC will provide the City with the services described in Exhibit A, "Scope of Services," attached hereto and fully incorporated herein. Said services shall be performed with the ordinary skill, care, and expertise customarily expected from those in the business of providing such services.

2. Rates and charges. The City will pay PCDC the monthly fees and costs as described at Exhibit B herein. Unless otherwise specified, the City will pay the fees and costs on or before the expiration of thirty (30) days from the date of receipt of the invoice.

3. Duration. This Agreement shall begin upon execution and continue in full force and effect through 12/31/2027; provided that, either party may terminate this Agreement at any time, with or without cause, upon not less than sixty (60) days prior written notice. In addition, the City may terminate this Agreement in the event it receives notice of cancellation of PCDC's insurance coverage, or other good cause including breach of this Agreement, upon not less than ten (10) days prior written notice. This Agreement may be renewed for additional terms upon mutual agreement of the parties.

4. Confidentiality. PCDC acknowledges that some of the plans reviewed plans may be confidential, or constitute valuable assets of and are proprietary to the City. PCDC and their employees may, during the course of performing services under this Agreement, have access to confidential information. PCDC also acknowledges that the City has a responsibility to its customers and employees to keep City information confidential and proprietary, except to the extent such information is subject to public disclosure under state law.

PCDC agrees under no circumstances to disclose, sell or trade, either directly or indirectly, to any person, firm or corporation information of any kind located at or received from the City, except as directed by the City. PCDC agrees to safeguard and protect any information located at or received from the City.

This provision shall survive termination of this Agreement.

5. Indemnification. PCDC shall indemnify, defend and hold the City, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent acts or omissions of and to the extent harm is caused by PCDC, its agents or employees in connection with this Agreement. If suit in respect to the above is filed and judgment is rendered or settlement made requiring payment of damages by the City, its officers, agents or employees, PCDC shall pay the same.

The City shall indemnify, defend and hold PCDC, its officers, agents and employees harmless from all suits, claims or liabilities of any nature, including attorney fees, costs and expenses, for or on account of injuries or damages sustained by any person or property resulting from the negligent acts or omissions of and to the extent harm is caused by the City, its agents or employees in connection with this Agreement. If suit in respect to the above is filed and judgment is rendered or settlement made requiring payment of damages by the PCDC, its officers, agents or employees, the City shall pay the same.

6. Insurance.

6.1 PCDC agrees to maintain, at their own expense, for the benefit of the City, as additional insured, insurance against liability for damage or loss and against liability for personal injury or death, arising from acts or omissions of PCDC, its agents and employees. Such policy or policies shall contain a provision whereby the City must receive at least thirty (30) days prior written notice of any cancellation of PCDC's insurance coverage.

PCDC shall provide insurance coverage in amounts not less than the following:

- a.) One Million Dollars General Liability Insurance per occurrence
- b.) Professional Liability (Errors and Omissions) insurance covering claims arising out of the professional services performed under this Agreement, with limits of not less than One Million Dollars (\$1,000,000) per claim.

6.2 PCDC and its employees, subcontractors and agents performing services under this Agreement shall ensure that any personal vehicles utilized during the performance of this Agreement are properly and sufficiently insured for their use.

6.3 Prior to the commencement of this Agreement, PCDC shall deliver to the General liability policies shall identify the City as an additional insured where required by this Agreement. Certificates evidencing Professional Liability (Errors and Omissions) insurance shall also be provided. Failure to provide proof of the insurance at any time to the satisfaction of the City shall be grounds for termination of this Agreement.

7. Public Records Compliance. PCDC acknowledges that the City is subject to the Washington Public Records Act, Chapter 42.56 RCW. PCDC shall maintain all records relating to services performed under this Agreement and, upon request by the City, promptly provide such records in a format reasonably requested by the City. PCDC shall reasonably cooperate with the City in responding to public records requests relating to this Agreement. Nothing in this section shall be construed as requiring PCDC to determine whether any record is exempt from disclosure under applicable law, which determination shall remain the responsibility of the City.

8. Prior Agreements. This Agreement shall govern performance of all services described herein. Any prior agreement is hereby superseded and wholly replaced by this Agreement for all services described.

9. No Employment Relationship. This Agreement creates an independent contractor relationship. PCDC and its employees, subcontractors and agents performing services under this Agreement are not and shall not be considered employees of the City. Nothing herein shall be deemed to create an employment relationship between those individuals or entities performing services hereunder and the City.

10. Governing Law. This Agreement shall be governed by the laws of the State of Washington. The venue for any litigation concerning this Agreement shall be Thurston County, Washington.

11. Integration. Written Amendments Only. This writing including Exhibit A constitutes the full and only agreement between the parties, there being no promises, agreements or understandings, written or oral, except as herein set forth, or as hereinafter may be amended in writing. This Agreement including Exhibit A may only be amended or modified by written agreement of the parties.

12. Assignment. PCDC shall not assign any interest on this Agreement (whether by assignment or notation), without prior written consent of the City, which consent may be withheld in the sole discretion of the City. Any assignment or transfer of an interest in this Agreement by PCDC without the prior written consent of the City shall be void. The covenants

and conditions herein contained shall apply to and bind the heirs, successors, administrators and assigns of all parties hereto.

13. Remedies for Breach and Attorney's Fees and Costs. All remedies available in law and equity shall be available in the event of a breach of this Agreement. In the event legal action is initiated by either party against the other, the prevailing party shall be entitled, in addition to all other amounts to which it is otherwise entitled by this Agreement, to its reasonable attorney's fees and costs, including those incurred on appeal.

14. Nonwaiver of Breach. Failure of either party to require performance of any provision of this Agreement shall not limit such party's right to enforce such provision, nor shall a waiver of any breach of any provision of this Agreement constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself.

15. Severability. If any portion of this Agreement is deemed void, illegal or unenforceable, the balance of this Agreement shall not be affected thereby.

16. Notice. Notice provided or required under this Agreement shall be sent in writing or by facsimile transmission to the parties at the following address/numbers:

PNW Community Development Consultants Inc.
8411 Old Hwy 99 SE, Tumwater, WA 98501

17. Capacity to Bind Parties. The parties represent and acknowledge that the individual signing this Agreement has the authority to do so and to bind each party, and their successors and assigns.

In Witness Whereof, the parties enter into this Agreement, mutually agree on above terms, are authorized to execute this Agreement and the parties have executed this Agreement on the day and year indicated.

PNW COMMUNITY DEVELOPMENT CONSULTANTS

Bradley Eisold
President, PNW Community Development Consultants

Dated: _____, _____

Dated: _____, _____