

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, dated as of _____, is entered into by and between the City of McCleary, (“Client”) and Whitewolf Engineering Services, (“Consultant”).

Section 1. The Services

1.1. Consultant shall perform the services described in the Scope of Services and Cost proposal for each proposal accepted by the Client.

1.2 Except as otherwise specifically provided in this Agreement, Consultant shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Agreement; personnel, labor and supervision; technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by the Consultant under this Agreement are sometime collectively referred to in this Agreement as “Services”.

1.3 All provisions of this Agreement are intended to be complementary, and any services required by one and not mentioned in another shall be performed, to the same extent as though required by all. Details of the services are not necessary to carry out the intent of this Agreement, but that are not expressly required, shall be performed or furnished by Consultant as part of the Services, without any increase in the compensation otherwise payable under this Agreement.

Section 2. Schedule

2.1 Consultant shall commence, prosecute and complete such Services on a schedule as directed by Client.

Section 3. Compensation

3.1 As full compensation for satisfaction performance of the Services, Client shall pay Consultant the compensation described in the Scope of Services and Cost proposal.

3.2 Consultant shall submit each calendar month; invoice for the compensation payable under this Agreement for the Services performed during the preceding period. Each of Consultant’s invoices shall set forth a detailed description of Services performed during the applicable month, the number of hours spent performing such Services and any reimbursable costs and expenses incurred in connection with such Services.

3.3 Client shall pay each of Consultant’s invoices within thirty (30) days.

Section 4. Performance by Consultant

4.1 Consultant shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any Services to any other person or entity without the prior written consent of Client. Any such delegation or subcontracting without Client's prior written consent shall be voidable at Client's option.

4.2 No delegation of subcontracting of performance of any of the Services, with or without Client's prior written consent, shall relieve Consultant of its responsibility to perform the Services in accordance with this Agreement. Consultant shall be fully responsible for the performance, acts and other omissions of Consultant's employees, Consultant's subcontractors and any other person who furnishes any services (collectively, the "Support").

4.3 Consultant shall at all times be an independent contractor and not an agent or representative of Client with regard to performance of Services. Consultant shall not represent that it is, or hold itself out as, an agent or representative of Client. In no event shall Consultant be authorized to enter into any agreement or undertaking for or on behalf of Client.

4.4 Consultant shall perform the Services in a timely manner and in accordance with the standards of the profession. At the time of performance, Consultant shall be properly licensed, equipped, organized, and financed to perform the Services in accordance with this Agreement. Subject to compliance with the requirements of this Agreement, Consultant shall perform the Services in accordance with its own methods.

4.5 Consultant shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the Services.

Section 5. Compliance with Laws

5.1 Consultant shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Client and applicable to the Services). Consultant shall furnish such documents as may be required to effect or evidence such compliance. All laws, rules, orders, required to be incorporated in agreement of this character are incorporated in this Agreement by this reference.

Section 6. Inspection: Examination of Records

6.1 The Services shall, at all times, be subject to inspection by and with the approval of Client but the making of (or failure or delay in making) such inspection or approval shall not relieve Consultant of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Client's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Consultant shall provide client sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

6.2 Consultant shall promptly furnish Client with such information related to Services as may be requested of Consultant.

Section 7. Proprietary and Confidential Information

7.1 Consultant shall not, without the prior written consent of Client, disclose to third parties any information received in connection with the Services unless:

- (a) the information is known to Consultant prior to receiving the same directly or indirectly in connection with the Services;
- (b) the information is in the public domain at the time of disclosure by Consultant; or
- (c) the information is received by Consultant from a third party who does not have an obligation to keep the same confidence.

Section 8. Indemnities and Hold Harmless

8.1 Subject to the limitations set forth in paragraph 8.2, Consultant shall indemnify and hold harmless Client from and against all claims, cost liabilities, damages, and expenses, (including, but not limited to, reasonable attorney's fees) arising directly out of or in connection with:

- (a) any fault, negligence, strict liability of Consultant in connection with the services of this Agreement;
- (b) any lien asserted upon any property of Client in connection with the Services or this Agreement;
- (c) any failure of Consultant, or the Services to comply with any applicable law, ordinance, rule, regulation, order, license, permit and other requirement, now or hereinafter in effect, of any governmental authority; or
- (d) any breach of or default under this Agreement by Consultant.

8.2 As permitted by applicable law, paragraph 8.1 shall apply. However, paragraph 8.1 shall not require Consultant to indemnify Client against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Client. Further, in the case of concurrent negligence of Consultant on the one hand and Client on the other hand, Consultant shall be required to indemnify Client only to the extent of the negligence of the Consultant.

Section 9. Workers' Compensation and Insurance

9.1 With respect to all persons performing the Services, Consultant shall secure and maintain in effect all all times during performance of Services, coverage or insurance in accordance with applicable laws relating to workers' compensation and employer's liability insurance (including, but not limited to, the Washington Industrial Insurance Act and laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law.

Consultant shall furnish to Client such assurance and evidence of such coverage or insurance (such copies of insurance policies and Certificates of Compliance issued by the Washington State Department of Labor and Industries) as Client may request.

9.2 Consultant shall secure and maintain insurance with provisions, coverage, and limits substantially as specified in the attached certificate of insurance, endorsement and/or schedule of insurance requirements or, if none is attached, with such provisions, coverage, and limits as Client may from time to time specify to protect Client, its successors and assigns, (collectively, the "Additional Insured") from any claims, losses, harms, costs, liabilities, damages, and expenses (including, but not limited to, reasonable attorney's fees) that may arise out of any property damage, bodily injury (including death) or professional liability related to the Services. Upon Client's request, Consultant shall furnish Client with such additional insurance and evidence of such insurance (such as copies of all insurance policies) as Client may request. Within thirty (30) days after any renewal or any notice of termination, cancellation, expiration, or alteration in any policy of insurance required under this Agreement, Consultant shall deliver to Client a certificate of insurance acceptable to Client with respect to any replacement policy.

9.3 All policies of insurance required under this Agreement shall:

(a) be placed with such insurers and under such forms of policies as may be acceptable to Client;

(b) with the exception of workers' compensation, employer's liability and professional liability insurance, be endorsed to name the Additional Insured as additional insureds;

(c) with the exception of workers' compensation, employer's liability and professional liability insurance, apply severally and not collectively to each insured against whom any claim is made or suit is brought, except that the inclusion of more than one insured shall not operate to increase the insurance company's limits of liability as set forth in the insurance policy; and

(d) provide that the policies shall not be cancelled, or their limits or coverage reduced or restricted without giving at least thirty (30) days prior written notice to the appropriate contract services personnel of Client.

Section 10. Changes

10.1 Client may, at any time by written notice thereof to Consultant, make changes in the Services within the general scope of this Agreement (including, but not limited to, additions to or deletions from any Services, suspension of performance and change to Schedule A and location of performance).

10.2 If any changes under paragraph 10.1 causes an increase or decrease in costs of the time required for performance of the Services an equitable adjustment in the compensation and schedules under this Agreement shall be made to reflect such increase or decrease, and this agreement shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Consultant for such change. If any change under paragraph 10.1 results in a

Agreement for Professional Services

decrease in the Services to be performed, Consultant shall not be entitled to anticipated profit on Services not performed and the loss anticipated profit shall not reduce the decrease in compensation under this Agreement resulting from such exchange. Further, Consultant shall not be entitled to any relocation of cost, profit, or overhead.

10.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 10.2, Consultant shall immediately proceed with performance of the Services as change present to paragraph 10.1. If Consultant intends to assert a claim for equitable adjustment under paragraph 10.2, Consultant must, within sixty (60) days after Consultant's receipt of any notice under paragraph 10.1 that does not set forth an acceptable adjustment, submit to Client a written statement of the basis and nature of the adjustment claimed. Consultant shall not be entitled to any adjustment unless such written statement is submitted by Consultant to Client within the applicable period.

Section 11. Termination

11.1 Client may, by written notice thereof to Consultant, terminate this Agreement as to all or any portion of the Services not performed, whether or not Consultant is in breach or default. Upon receipt of any such notice of termination, Consultant shall, except as otherwise directed by Client, immediately stop performance of the Services to the extent specified in such notice. Consultant shall have the same termination rights as Client in Section 11.

11.2 In the event of termination pursuant to paragraph 11.1, an equitable adjustment shall be made in the compensation payable to Consultant under this Agreement, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Agreement equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Consultant shall not be entitled to any reallocation of cost, profit or overhead. Consultant shall not in any event be entitled to anticipate profit on Services not performed on account of such termination. Consultant shall use its best efforts to minimize the compensation payable under this Agreement in event of such termination.

11.3 If Client purports to terminate or cancel all or any part of this Agreement for Consultant's breach or default when Consultant is not in breach or default which would permit such termination or cancelation, such termination or cancelation shall be deemed to have been terminated by Client pursuant to paragraph 11.1 and the rights of the parties shall be determined accordingly.

Section 12. Miscellaneous

12.1 Any notice, request, designation, direction, statement or other communication under this Agreement shall be in writing and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the attention of:

Client:
City of McCleary
Attn: Chad Bedlington
100 S 3rd Street
McCleary, WA 98557

Consultant:
Whitewolf Engineering Services
Attn: Ravyn Whitewolf
3224 Bay Road
Ferndale, WA 98248

Email: chadb@cityofmccleary.com

Email: whitewolfengineeringservices@gmail.com

12.2 Consultant shall not (by contract, operation of law or otherwise) assign this Agreement or any right or interest in this Agreement without the prior written consent of Client. For the purposes of the foregoing, any transfer of a controlling interest in Consultant (e.g., by a transfer of Securities or otherwise) shall be deemed an assignment of this Agreement. Any assignment without Client's prior written consent, shall relieve Consultant from its responsibilities to perform the Services in accordance with this Agreement. Subject to the foregoing restriction on assignment by Consultant, this Agreement shall be fully binding upon, and be enforceable by the successors, assigns, and legal representatives of the respective parties to this Agreement.

12.3 The obligation of Consultant under Section 6, 7, 8, 11, and 12, and all provisions of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancelation of this Agreement, shall survive the completion, termination, or cancellation of this Agreement.

12.4 The rights and remedies of the Client or the Consultant set forth in any provision of this Agreement are in addition to and do not in any way limit any other rights or remedies afforded to the Client or the Consultant by any other provision of this Agreement or by law.

12.5 This Agreement sets forth the entire agreement of the parties, and supersedes any and all prior agreements, with respect to the Services. No amendment or modification of any provisions of this Agreement (other than changes pursuant to Section 10) shall be valid unless set forth in a written amendment to this Agreement signed by both parties.

12.6 The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The headings of sections of this Agreement are of any weight in the implementation or construction of the provisions of such sections.

12.7 Consultant shall not commence or prosecute any suit, proceeding, or claim to enforce the provisions of this Agreement, to recover damages for breach of or default in this Agreement, or otherwise arising under or by reason of this Agreement, other than in the courts of the State of Washington or the District Court of the United States, Western Division, State of Washington. Consultant hereby irrevocably consents to the jurisdiction of the courts of the State of Washington with venue laid in Client's County and of the District Court of the United States, Western Division, State of Washington.

12.8 This Agreement shall be interpreted, construed, and enforced in all respects in accordance Agreement for Professional Services

with laws of the State of Washington.

CITY OF MCCLEARY:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____

WHITEWOLF ENGINEERING SERVICES:

Printed Name: _____

Title: _____

Signature: _____

Dated: _____



Whitewolf Engineering Services

whitewolfengineeringservices@gmail.com

3224 Bay Road, Ferndale, WA 98248

360.592-3445

SCOPE OF WORK

PROJECT

On-call Grant Writing Services

CLIENT

City of McCleary (City)

PROJECT INFORMATION

Whitewolf Engineering Services (WES) will provide on-call grant writing support services as requested by the City of McCleary. Ravyn Whitewolf will be doing the work for the City.

SERVICES PROVIDED

Once notified by the city about a need or potential grant, our approach is to track grants as they are available and match the scope of the grant to the needs of the jurisdiction. We then create a calendar with the due dates and work with the agency to provide the necessary submittals requested by the grant. WES can research available grants and work with the city to determine if required information is available or can be created in the time allotted. Areas of expertise include disaster prevention and relief, public works infrastructure, transportation, public facilities, and economic development.

TERMS AND CONDITIONS

WES shall invoice monthly, at the rate of \$150 per hour. This includes all overhead costs but does not include permit fees, travel, or other outside costs. Task orders will be executed on a grant-by-grant basis, within 14 days of grant announcement.

DELIVERABLES

- Completed Grant Package
- Submittal Schedule (if requested)
- Participation in Work Session with City Staff

EXCLUSIONS

- Project Design
- Field Visits
- Rate Analysis

CLIENT RESPONSIBILITIES

City shall provide information city's priorities for funding, what previous efforts have been undertaken, and provide the reference information as needed for developing the grant within the time allotted. The City shall do all project design, cost estimating and rate analysis, as needed for the requested grant.