<p style="text-align:center">**Professional Services Agreement**</p>

<p style="text-align:center">**Hearing Examiner Services**</p>

THIS AGREEMENT is entered into between the City of Stevenson, a municipal corporation, hereinafter referred to as the "City", and Joe Turner, P.C., Municipal Hearings Official hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, conditions hereinafter specified.

1) Project Designation: The Consultant is retained by the City to perform Hearing Examiner services for the City.

2) Scope of Services: Consultant agrees to perform Hearing Examiner services in connection with Stevenson Municipal Code 2.15.010 *et seq* and pursuant to RCW 58.17.330 and RCW 35A.63.170, including the provision of all labor, materials, equipment, supplies and expenses.

3) Time of Performance: Consultant shall provide all services and work product required pursuant to this agreement through December 31, 2022, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 13 of this agreement.

4) Payment: The City shall pay the Consultant for completed work and for services rendered under this agreement as follows:

The City shall pay the Consultant direct compensation at the rate of $175 per hour for the time he spends in review, investigation, travel, sitting as the Hearing Examiner and the rendering of decision.

All work performed shall be inclusive of labor, materials, equipment, supplies and expenses.

The City shall compensate the Consultant for certain expenses consisting of mileage at the current IRS mileage reimbursement rate in effect at the time the mileage is incurred, copies at $.10 per copy and postage pursuant to standard postage rates.

The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Payment shall follow the second Council meeting (fourth Tuesday) of each month following receipt of Consultant's invoice.

The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three [3] years after final payment. Copies shall be made available upon request.

5) Ownership and Use of Documents: Except for the record of any final decision filed with the City, all documents, electronic copies and other materials produced by the Consultant in connection with the services rendered under this agreement shall be Consultant's adjudicative work product and shall not be considered public records unless held to be so by a court of competent jurisdiction. In the event a court

so rules after notice to the Consultant pursuant to RCW 42.56.520, Consultant agrees to cooperate with the City to deliver materials to the Court for *in camera* inspection and/or production to the requestor.

6) Compliance with Laws: Consultant shall in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this Agreement.

7) Indemnification/Hold Harmless: The Consultant shall defend, indemnify and hold the City, its officers, officials, employers and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

8) Consultant's Liability Insurance:

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant.

Consultant shall maintain Professional liability insurance appropriate to the Consultant's profession in the amount of no less than $1,000,000 per claim and $1,000,000 policy aggregate limit.

Consultant shall furnish the City with original certificates evidencing the Professional Liability of the Consultant before commencement of the work.

9) Independent Consultant:

The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10) Discrimination Prohibited: The Consultant in his performance of this Agreement will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of

any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

11) Assignment: The Consultant shall not sublet or assign any of the services covered by this Agreement to anyone other than its employee, Joe Turner, without the express written consent of the City.

12) Non-Waiver: Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

13) City's Right to Terminate Agreement: The City shall have the right at its discretion and determination to terminate the Agreement following thirty [30] calendar days' written notice.

14) Notices: Notices to the City shall be sent to the following address:

> Leana Kinley, City Administrator
> City of Stevenson
> 7121 E. Loop Rd
> PO Box 371
> Stevenson, Washington 98648
> Phone [509] 427-5970
> Fax: [509] 427-8202
> Email: leana@ci.stevenson.wa.us
>
> Notices to Contractor shall be sent to the following address:
>
> Joe Turner. Esq., AICP
> 30439 SE Jackson Road
> Suite 200
> Gresham, Oregon 97080
> Phone: [503] 663-7092
> Fax: [503] 663-7289
> Email: jtpc@frontier.com

15) Dispute Clause and Venue: This Agreement shall be governed by and construed under the laws of the State Washington, and any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction located in Skamania County. In the event of a dispute concerning a term or obligation under this agreement, the prevailing party shall be entitled to its attorney fees and costs at trial and on appeal.

16) Entire Agreement:

This Agreement represents the entire Agreement between the parties and supersedes all previous Agreements or understandings between them. This Agreement may be modified only in writing, provided both parties have signed the amended document.

In the event any provision of this Agreement is deemed invalid or contains an irresolvable ambiguity, the remaining provisions shall nevertheless continue to be valid and enforceable.

No changes or modifications to this Agreement shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.

Joe Turner, P.C.

CITY OF STEVENSON, a Washington Municipal Corporation

By: _____
Joe Turner, its _____

By: _____
Scott Anderson, its Mayor

Date: _____

Date: _____

ATTEST:

_____
City Administrator
City of Stevenson
Date:_____

APPROVED AS TO FORM:

_____
Attorney for the City of Stevenson

Date: _____