

**CITY OF TENINO
AGREEMENT FOR CONSULTATIVE SERVICES**

This Agreement is entered into by and between the City of Tenino, Washington, a municipal corporation organized under the laws of the State of Washington ("City") and Kidder Mathews, a Washington Limited Liability Company, whose address is 1550 Irving St SW Ste 200, Olympia, WA 98512 ("Consultant").

WHEREAS, the City desires to enter in agreement with Kidder Mathews to assist the city with structuring ground lease rates in the City of Tenino ag park; and

WHEREAS, Consultant and City wish to enter into this Agreement to completely set forth the terms and conditions upon which the Consultant is retained to provide the services requested by the City;

WHEREAS, Consultant shall perform all of the services, duties and obligations described at **Exhibit A**, attached hereto, made part hereof, and is incorporated herein by reference, in a good faith, professional, and diligent manner so as to cause the workshop to be completed in an expeditious, reasonable, economical, and workmanlike fashion.

NOW, THEREFORE, in consideration of the mutual benefits and considerations set forth below, the parties agree as follows:

1. Scope of Services. See **Exhibit A**.
2. Compensation and Payment. The Consultant shall receive the total sum \$200 an hour not to exceed \$5,000.00 for services rendered under this agreement. No work will be performed without authorization from the City.
3. Consultant shall complete and return Federal Tax Form W-9 upon execution of this Agreement. Consultant shall send their invoice approximately monthly which the City will review for payment.
4. Duration of Agreement. This Agreement shall be in effect upon signing by both parties and will expire 24 months thereafter unless terminated by either party upon 30 day's written notice.
5. Ownership and Use of documents. All materials and documents produced by the Consultant pursuant to this agreement shall be the property of the City.
6. Independent Consultant. The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided. Nothing in this Agreement shall be considered to create any employer and employee relationship between the parties. The City further recognizes that the Consultant has, and will continue to have, an independent business and other clients. The Consultant recognizes that the City has, and will continue to have, contracts with other contractors for the provision of services.
7. Insurance. The Consultant shall obtain and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work per this Agreement with a minimum of \$500,000 Automobile coverage and \$1,000,000

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General Liability, and Errors and Omissions insurance of not less than \$500,000. Any City insurance shall be in excess of Consultant’s insurance.

8. Termination.

A. Both parties retain the right to terminate or suspend this Agreement at any time, with or without cause, upon thirty (30~~7~~) days written notice. In the event of termination or suspension by the City, all finished or unfinished work products shall be submitted to the City.

B. Prior to litigation of any dispute arising out of this Agreement, the Parties will submit the matter to mediation on terms and conditions to be agreed upon or, failing such agreement, to the Washington Arbitration and Mediation Service in Seattle. Each party will be responsible for their own costs of mediation, including attorney’s fees, and share the mediation service fee equally.

~~8.9.~~ Entire Agreement. This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties.

- a. Either party may request changes to the Agreement or Scope of Services at any time.
- b. Any such change, or amendment, must be accorded the same degree of formality as this agreement and no change or amendment shall be valid unless agreed to by both parties in writing.

~~9.10.~~ Notices.

CITY OF TENINO
Clerk/Treasurer
P.O. Box 4019
Tenino, WA 98589

Kidder Mathews
1550 Irving St SW Ste 200
Olympia, WA 98512

~~10.11.~~ Applicable Law and Severability. This agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all other remaining provisions shall continue to be valid and binding.

CITY OF TENINO

CONSULTANT

Mayor _____

Kidder Mathews _____

Date: _____

Date: _____

ATTEST:

CITY OF TENINO AGREEMENT FOR CONSULTATIVE SERVICES

Clerk/Treasurer _____

EXHIBIT A – SCOPE OF SERVICES

Upon request of the City, Consultant shall:

- Review, analyze, evaluate commercial ground lease rent provisions in the SW Agricultural Park to ensure the appropriate rent is paid to the City in accordance with sound business practices.
- Assist the City generally and participate in meetings, discussions, and negotiations with potential lessee’s and their representatives concerning the rental provisions of proposed ground leases, including preparation of written and electronic materials to support such tasks.
- Meet with City staff, council, mayor, and city attorney as needed within the scope of services provided.