

**CITY OF LAKE FOREST PARK
AGREEMENT FOR CONSULTANT SERVICES**

**Contract Title:
Consultant Contract
Contract #:**

THIS AGREEMENT made and entered into by and between the CITY OF LAKE FOREST PARK, a Washington municipal corporation (the "City"), and _____ doing business as _____ (the "Consultant") is dated this _____ day of 2015.

**Consultant Business:
Consultant Address:
Consultant Phone:
Consultant Fax:
Contact Name
Consultant e-mail:
Federal Employee ID No.:
Authorized City Representative
for this contract**

WHEREAS, the City has determined the need to have certain services performed for its citizens but does not have the manpower or expertise to perform such services; and

WHEREAS, the City desires to have the Consultant perform such services pursuant to certain terms and conditions; now, therefore,

IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties hereto agree as follows:

1. Scope and Schedule of Services to be Performed by Consultant. The City retains the Consultant to provide the services described in "Exhibit A – Scope of Work" (the "Work"). Any inconsistency between this Agreement and the Scope of Work shall be resolved in favor of this Agreement. The Consultant shall perform the Work according to the terms and conditions of this Agreement. The City may revise the Work and the compensation only by a written Change Order signed by the authorized City representative and Consultant that shall become a part of this Agreement. In performing the Work, the Consultant shall at all times comply with all Federal, State, and local statutes, rules and ordinances applicable to the performance of such services and the handling of any funds used in connection therewith.

2. Compensation and Method of Payment. The City shall pay the Consultant for services rendered at the rate _____. Not more than once every thirty days the Consultant

shall file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment, including a report of Work accomplished and tasks completed.

All requests for payment should be sent to

City of Lake Forest Park
Attn: Chief C. Stephen Sutton
17425 Ballinger Way N.E.
Lake Forest Park, WA 98155

The City shall pay the Consultant for services rendered within ten (10) days after City Council voucher approval.

4. Duration of Agreement. This Agreement shall be in full force and effect for a period commencing on_____, unless sooner terminated under the provisions of this Agreement. Time is of the essence of this Agreement in each and all of its provisions in which performance is required.

5. Independent Consultant. Consultant and City agree that Consultant is an independent Consultant with respect to the services provided pursuant to this Agreement. Consultant shall obtain a City of Lake Forest Park business license before performing any Work. 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 Consultant shall be entitled to any benefits accorded to 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 contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

6. Indemnification. The Consultant shall indemnify, defend and hold harmless the City, its officers, agents and employees and volunteers, from and against any and all claims, injuries, damages, losses, suits or liability, including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. 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.

7. Insurance. The Consultant shall procure and maintain for the duration of the 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, their agents, representatives, employees or subcontractors. Consultant's maintenance of insurance as

required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

(i) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

(ii) Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 or a substitute form providing equivalent liability coverage; and shall cover liability arising from premises, operations, independent Consultants, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract.

(iii) Workers' Compensation coverage as required by the Industrial Insurance law of the State of Washington.

B. Minimum Amounts of Insurance. Consultant shall maintain the following insurance limits:

(i). Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

(ii). Commercial General Liability insurance with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

C. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.

2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Cancellation of the required insurance shall automatically result in termination of this Agreement.

D. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the service or within fifteen (15) days of execution of this Agreement, whichever occurs sooner.

8. Record Keeping and Reporting.

A. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed in the performance of this Agreement and other such records as may be deemed necessary by the City to ensure the performance of this Agreement.

B. These records shall be maintained for a period of seven (7) years after termination hereof unless permission to destroy them is granted by the office of the archivist in accordance with RCW Chapter 40.14 and by the City.

9. Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject at all times to inspection, review or audit by law during the performance of this Agreement. The Consultant shall permit the City from time to time as the City deems necessary or as required by state or federal law to inspect and audit, at any and all reasonable times, all pertinent records and documents.

10. Termination. This Agreement may at any time be terminated, without cause, by the City giving to the Consultant thirty (30) days written notice of the City's intention to terminate the same. If the Consultant's insurance coverage is canceled for any reason, the City shall have the right to terminate this Agreement immediately.

11. Discrimination Prohibited. The Consultant shall not discriminate against any employee, applicant for employment, or any person seeking the services of the Consultant to be provided under this Agreement on the basis of race, color, religion, creed, sex, age, national origin, marital status or presence of any sensory, mental or physical handicap.

12. Assignment and Subcontract. The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.

13. Waiver. Any waiver by the Consultant or the City of the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from enforcing any such provision.

14. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request

changes in the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

15. Notices. Notices to the City of Lake Forest Park shall be sent first class mail or personally delivery to the following address:

City of Lake Forest Park
Attn: Chief C. Stephen Sutton
17425 Ballinger Way NE
Lake Forest Park, WA 98155

Notices to the Consultant shall be sent first class mail or personally delivered to the address provided by the Consultant upon the signature line below. Notice shall be deemed received three (3) days after mailing or upon personal delivery.

16. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

DATED: _____

DATED: _____

CITY OF LAKE FOREST PARK

CONSULTANT: _____

By: _____
Title: Mayor

By: _____
Title: _____
Printed Name: _____
Address: _____

ATTEST/AUTHENTICATED:

Evelyn Jahed, City Clerk

APPROVED AS TO FORM:

By: Kim Adams Pratt
Interim City Attorney

Date approved by City Council: _____

By: _____
(Applicable if contract amount is over \$25,000)