

**RESOLUTION NO. 01-037  
CITY OF LIBERTY LAKE  
SPOKANE COUNTY, WASHINGTON**

**A RESOLUTION OF THE CITY OF LIBERTY LAKE, WASHINGTON APPROVING  
THE FORM OF CERTAIN CONTRACTS TO BE USED BY THE MAYOR WHEN  
PROCURRING SERVICES.**

WHEREAS, the business of the City requires the execution of contracts in order to obtain services for the City of Liberty Lake; and

WHEREAS, the City Council pursuant to Ordinance No. 11 has authorized the Mayor to enter into small contracts without individual Council approval for services that do not exceed \$5,000.00.

NOW, THEREFORE, be it resolved by the City Council of the City of Liberty Lake, Washington, as follows:

The Mayor, as the Chief Administrative Officer of the City, is authorized to use the attached service contracts on behalf of the City of Liberty Lake in the form attached with further authorization to the City Attorney to review and modify said agreements provided there is not a substantial deviation from the content in the attached form agreements.

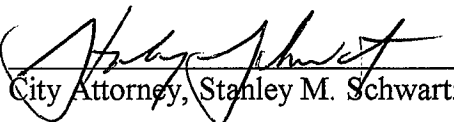
Passed by the City Council this 20<sup>th</sup> day of November, 2001.

  
\_\_\_\_\_  
MAYOR, STEVE PETERSON

ATTEST:

  
\_\_\_\_\_  
City Clerk, Arlene Fisher

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney, Stanley M. Schwartz

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made by and between the City of Liberty Lake, a code City of the State of Washington, hereinafter "City" and \_\_\_\_\_ hereinafter "Consultant", jointly referred to as "parties".

IN CONSIDERATION of the terms and conditions contained herein the parties covenant and agree as follows:

1. **Work to Be Performed.** The Consultant will provide all labor, services and material to satisfactorily complete the attached Scope of Services.

A. **Administration.** The Mayor or his designee shall administer and be the primary contact for Consultant. Prior to commencement of work, Consultant shall contact the Mayor or his designee to review the Scope of Work, schedule and date of completion. Upon notice from the Mayor or his designee Consultant shall commence work, perform the requested tasks in the Scope of Work, stop work and promptly cure any failure in performance under this agreement.

B. **Representations.** The City has relied upon the qualifications of the Consultant in entering into this agreement. By execution of this agreement, Consultant represents it possesses the ability, skill and resources necessary to perform the work and is familiar with all current laws, rules and regulations which reasonably relate to the Scope of Work. No substitutions of personnel shall be made without the written consent of the City.

C. **Modifications.** The City may modify this agreement and order changes in the work whenever necessary or advisable. The Consultant will accept modifications when ordered in writing by the Mayor or his designee. The Consultant shall make such revisions in the work as are necessary to correct errors or omissions appearing therein when required to do so by the City without additional compensation.

2. **Term of Contract.** This Contract shall be in full force and effect upon execution of this agreement and shall remain in effect until completion of all contractual requirements.

Either party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Consultant for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation.** The City agrees to pay the Consultant [insert amount] as full compensation for everything done under this agreement. The City shall reimburse the Consultant for photocopying, postage, graphic reproduction at actual cost and will pay for authorized travel (excluding travel to the City to attend meetings, presentations or otherwise perform the services herein) at a rate of \$.31 per mile.

4. **Payment.** The Consultant shall be paid monthly upon presentation of an invoice to the City. Applications for payment shall be sent to the City Clerk/Treasurer at the below stated address.

The City reserves the right to withhold payment under this agreement which is determined in the reasonable judgment of the Mayor or his designee to be noncompliant with the Scope of Work, City Standards, City ordinances and federal or state standards.

5. **Notice.** Notice shall be given in writing as follows:

**TO THE CITY:**

Name: Arlene Fisher, City Clerk/Treasurer  
Phone Number: (509) 755-6704  
Address: P.O. Box 370  
Liberty Lake, WA 99019

**TO THE Consultant:**

Name:  
Phone Number:  
Address:

6. **Applicable Laws and Standards.** The parties, in the performance of this agreement, agree to comply with all applicable Federal, State, Local laws, ordinances, and regulations.

7. **Relationship of the Parties.** It is understood, agreed and declared that the Consultant shall be an independent Consultant and not the agent or employee of the City, that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Consultant. Any and all employees who provide services to the City under this agreement shall be deemed employees solely of the Consultant. The Consultant shall be solely responsible for the conduct and actions of all employees under this agreement and any liability that may attach thereto.

8. **Ownership of Documents.** All drawings, plans, specifications, and other related documents prepared by the Consultant under this agreement are and shall be the property of the City.

9. **Records.** The City or State Auditor or any of their representatives shall have full access to and the right to examine during normal business hours all of the Consultant's records with respect to all matters covered in this contract. Such representatives shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls and record of matters covered by this contract for a period of three years from the date final payment is made hereunder.

10. **Insurance.** During the term of the contract, the Consultant shall maintain in force at its own expense, the following insurance:

A. Workers Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers compensation coverage for all their subject workers

and Employers Liability or Stop Gap Insurance in the amount of \$500,000.00;

B. General Liability Insurance on an occurrence basis with a combined single limit, of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this contract. It shall provide that the City, its officers, employees and agents are additional insureds but only with respect to the Consultant=s services to be provided under the contract;

C. Automobile Liability Insurance with a combined single limit, or the equivalent, or not less than \$1,000,000.00 each accident for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles; and

D. Professional Liability Insurance with a combined single limit of not less than \$1,000,000.00 each claim, incident or occurrence. This is to cover damages caused by the error, omission, or negligent acts related to the professional services to be provided under this contract. The coverage must remain in effect for at least two (2) years after the contract is completed.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without thirty (30) days written notice from the Consultant or its insurer(s) to the City.

As evidence of the insurance coverage required by this contract, the Consultant shall furnish acceptable insurance certificates to the City at the time the Consultant returns the signed contract. The certificate shall specify all of the parties who are additional insured, and will include applicable policy endorsements, the thirty (30) day cancellation clause, and the deduction or retention level. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies shall be provided to the City. The Consultant shall be financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.

11. **Indemnification and Hold Harmless.** Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement.

12. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other party of any provision hereof shall in no way to be construed to be a waiver of such provisions nor shall it affect the validity of this agreement or any part thereof.

13. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this agreement or the benefits received hereunder without first obtaining the written consent of the other party.

14. **Subcontracts.** Except as otherwise provided herein, the Consultant shall not enter into subcontracts for any of the work contemplated under this agreement without obtaining written approval of the City.

15. **Confidentiality.** Consultant may from time to time receive information which is deemed by the City to be confidential. Consultant shall not disclose such information without the express consent of the City or upon order of a Court of competent jurisdiction.

16. **Jurisdiction and Venue.** This Contract is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.

17. **Cost and Attorneys Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorney=s fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, Consultant=s attorney fees payable by the City shall not exceed the total sum amount paid under this agreement.

18. **Entire Agreement.** This written agreement constitutes the entire and complete agreement between the parties and supercedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the parties hereto.

19. **Anti-kickback.** No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.

20. **Business License.** Consultant shall, prior to performance of any work under this Agreement, apply for and obtain from the City a business license.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 2001.

CITY OF LIBERTY LAKE:

Consultant:

\_\_\_\_\_  
Steve Peterson - Mayor

\_\_\_\_\_  
Owner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Arlene Fisher - Clerk/ Treasurer

\_\_\_\_\_  
Stanley M. Schwartz B City Attorney

**AGREEMENT FOR SERVICES**

THIS AGREEMENT is made by and between the City of Liberty Lake, a code City of the State of Washington, hereinafter "City" and \_\_\_\_\_ hereinafter "Contractor", jointly referred to as "parties".

IN CONSIDERATION of the terms and conditions contained herein the parties covenant and agree as follows:

1. **Work to Be Performed.** The Contractor will furnish all equipment, supplies, material and labor to provide the following services:

\_\_\_\_\_. The City Administrator shall administer and be the primary contact for Contractor. Upon notice from the City Administrator, Contractor shall promptly cure any failure in performance under this agreement.

2. **Term of Contract.** This Contract shall be in full force and effect upon execution of this agreement and shall be completed by the \_\_\_\_\_ day of \_\_\_\_\_, 2001. Prior to commencement of work, Contractor shall contact the City Administrator to review the scope of work, schedule and date of completion. Contractor shall receive the City Administrator's written authorization to proceed with the work.

Either party may terminate this Agreement by ten (10) days written notice to the other party. In the event of such termination, the City shall pay the Contractor for all work previously authorized and satisfactorily performed prior to the termination date.

3. **Compensation.** The City agrees to pay the Contractor a lump sum not to exceed [write amount] (\$ \_\_\_\_\_) as full compensation for everything furnished and done under this agreement.

[OR]

The City agrees to pay the Contractor on a time and materials basis as set forth on the attached fee and cost schedule provided the total sum does not exceed [write amount] (\$ \_\_\_\_\_).

4. **Payment.** The Contractor may elect to be paid in monthly installments upon presentation of an invoice to the City or in a lump sum upon completion of the work. Applications for payment shall be sent to the City Clerk/Treasurer at the below stated address.

The City reserves the right to withhold payment under this agreement which is determined in the reasonable judgment of the City Administrator to be noncompliant with the scope of work, City Standards, City ordinances and federal or state standards.

5. **Notice.** Notice shall be given in writing as follows:

TO THE CITY:

Name: Arlene Fisher, City Clerk  
Phone Number: (509) 755-6704  
Address: P.O. Box 370  
Liberty Lake, WA 99019

TO THE CONTRACTOR:

Name:  
Phone Number:  
Address:

6. **Applicable Laws and Standards.** The parties, in the performance of this agreement, agree to comply with all applicable Federal, State, Local laws, City ordinances, and regulations. Contractor shall exercise best efforts including the selection of the highest quality materials so that all services performed shall be in compliance with current related industry standards.
7. **Relationship of the Parties.** It is hereby understood, agreed and declared that the Contractor shall be an independent Contractor and not the agent or employee of the City, that the City is interested in only the results to be achieved and that the right to control the particular manner, method and means in which the services are performed is solely within the discretion of the Contractor. Any and all employees who provide services to the City under this agreement shall be deemed employees solely of the Contractor. The Contractor shall be solely responsible for the conduct and actions of all employees under this agreement and any liability that may attach thereto.
8. **Contractor to Be Licensed And Bonded.** The Contractor shall be duly licensed and bonded by the State of Washington.

[OR]

The Contractor shall be duly licensed and bonded by the State of Washington. Contractor shall purchase and maintain during the term of this agreement a comprehensive general liability policy in the amount of \$1,000,000.00 per occurrence with the City as an additional named insured. A copy of the certificate shall be provided to the City. Notice of cancellation of such insurance shall be given to the City by Contractor's insurer.

9. **Indemnification and Hold Harmless.** Each party shall indemnify and hold the other, its officers, employees, agents and volunteers harmless from and against any and all claims, demands, orders, decrees or judgments for injuries, death or damage to any person or property arising or resulting from any act or omission on the part of said party or its agents, employees or volunteers in the performance of this Agreement.
10. **Waiver.** No officer, employee, agent or other individual acting on behalf of either party has the power, right or authority to waive any of the conditions or provisions of this agreement. No waiver in one instance shall be held to be waiver of any other subsequent breach or nonperformance. All remedies afforded in this agreement or by law, shall be taken and construed as cumulative, and in addition to every other remedy provided herein or by law. Failure of either party to enforce at any time any of the provisions of this agreement or to require at any time performance by the other party of any provision hereof shall in no way to

be construed to be a waiver of such provisions nor shall it affect the validity of this agreement or any part thereof.

11. **Assignment and Delegation.** Neither party shall assign, transfer or delegate any or all of the responsibilities of this agreement or the benefits received hereunder without first obtaining the written consent of the other party.
12. **Jurisdiction and Venue.** This Contract is entered into in Spokane County, Washington. Venue shall be in Spokane County, State of Washington.
13. **Cost and Attorney=s Fees.** In the event a lawsuit is brought with respect to this Agreement, the prevailing party shall be awarded its costs and attorneys fees in the amount to be determined by the Court as reasonable. Unless provided otherwise by statute, Contractors attorney fees payable by the City shall not exceed the lump sum amount of this agreement.
14. **Entire Agreement.** This written agreement constitutes the entire and complete agreement between the parties and supercedes any prior oral or written agreements. This Agreement may not be changed, modified or altered except in writing signed by the parties hereto.
15. **Anti-kickback.** No officer or employee of the City, having the power or duty to perform an official act or action related to this Agreement shall have or acquire any interest in this Agreement, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from any person with an interest in this Agreement.
16. **Business License.** Contractor shall, prior to performance of any work under this Agreement, apply for and obtain from the City a business license.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 2001.

CITY OF LIBERTY LAKE:

CONTRACTOR:

\_\_\_\_\_  
Steve Peterson, Mayor

\_\_\_\_\_  
Owner

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Arlene Fisher, Clerk/Treasurer

\_\_\_\_\_  
Stanley M. Schwartz, City Attorney