AGREEMENT FOR PROFESSIONAL SERVICES 
BETWEEN THE CITY OF BUCKLEY AND 4LEAF, INC.

THIS AGREEMENT, is made this _____ day of February, 2016, by and between the City of Buckley (hereinafter referred to as "City"), a Washington Municipal Corporation, and 4LEAF, Inc. (hereinafter referred to as "Service Provider"), doing business at 1201 Pacific Avenue, Ste. 600, Tacoma, WA, 98402.

WHEREAS, Service Provider is in the business of providing certain services specified herein; and

WHEREAS, the City desires to contract with Service Provider for the provision of such on-call services as Building Inspection and Plan Check Services, and Service Provider agrees to contract with the City for same;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

1. Description of Work. Service Provider shall perform work as described in Exhibit A, Scope of Services, which is attached hereto and incorporated herein by this reference, according to the existing standard of care for such services. Service Provider shall not perform any additional services without the expressed permission of the City.

2. Payment.

A. The City shall pay Service Provider at the hourly rate set forth in Exhibit B, for the services described in this Agreement.

B. Service Provider shall submit monthly payment invoices to the City after such services have been performed, and the City shall make payment within four (4) weeks after the submittal of each approved invoice. Such invoice shall detail the hours worked, a description of the tasks performed, and shall separate all charges for clerical work and reimbursable expenses.

C. If the City objects to all or any portion of any invoice, it shall so notify Service Provider of the same within five (5) days from the date of receipt and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion.

3. Relationship of Parties. The parties intend that an independent contractor - client relationship will be created by this Agreement. As Service Provider is customarily
engaged in an independently established trade which encompasses the specific service
provided to the City hereunder, no agent, employee, representative or subcontractor of
Service Provider shall be or shall be deemed to be the employee, agent, representative or
subcontractor of the City. None of the benefits provided by the City to its employees,
including, but not limited to, compensation, insurance and unemployment insurance, are
available from the City to the Service Provider or his employees, agents, representatives or
subcontractors. Service Provider will be solely and entirely responsible for his acts and for
the acts of Service Provider's agents, employees, representatives and subcontractors during
the performance of this Agreement. The City may, during the term of this Agreement,
engage other independent contractors to perform the same or similar work that Service
Provider performs hereunder.

4. **Services Performed.** City of Buckley On-Call Building Inspection and Plan Check
Services.

5. **Duration of Work.** Service Provider shall perform the work described in Exhibit at the
City’s request, as needed.

6. **Termination.**

   A. **Termination Upon the City’s Option.** The City shall have the option to terminate this
   Agreement at any time, for any reason. Termination shall be effective upon ten (10)
days written notice to the Service Provider.

   B. **Rights upon Termination.** In the event of termination, the City shall only be
   responsible to pay for all services satisfactorily performed by Service Provider to the
effective date of termination, as described in the final invoice to the City. The City
Administrator shall make the final determination about what services have been
satisfactorily performed.

7. **Nondiscrimination.** In the hiring of employees for the performance of work under this
Agreement or any subcontract hereunder, Service Provider, its subcontractors or any person
acting on behalf of Service Provider shall not, by reason of race, religion, color, sex,
marital status, national origin or the presence of any sensory, mental, or physical disability,
discriminate against any person who is qualified and available to perform the work to
which the employment relates.

8. **Indemnification / Hold Harmless.** The Service Provider shall fully protect, defend,
indemnify and hold the City, its officers, officials, employees and volunteers harmless from
any and all claims, injuries, damages, losses or suits 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. The Service Provider’s obligations under this
section shall specifically include, but are not limited to, responsibility for claims, injuries,
damages, losses and suits arising out of or in connection with the acts and omissions of Service Provider’s employees, contractors, consultants and agents.

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 Service Provider and the City, its officers, officials, employees, and volunteers, the Service Provider’s liability hereunder shall be only to the extent of the Service Provider’s negligence.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider’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.

9. **Entire Agreement.** The written provisions and terms of this Agreement, together with all documents attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

10 **City’s Right of Supervision, Limitation of Work Performed by Service Provider.** Even though Service Provider works as an independent contractor in the performance of his duties under this Agreement, the work must meet the approval of the City and be subject to the City’s general right of inspection and supervision to secure the satisfactory completion thereof. In the performance of work under this Agreement, Service Provider shall comply with all federal, state and municipal laws, ordinances, rules and regulations that are applicable to Service Provider’s business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

11 **Work Performed at Service Provider’s Risk.** Service Provider shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider’s own risk, and Service Provider shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

12. **Ownership of Products and Premises Security.**

   A. All reports, plans, specifications, data maps, and documents produced by the Service Provider in the performance of services under this Agreement, whether in draft or final form and whether written, computerized, or in other form, shall be the property of the City.
B. While working on the City's premises, the Service Provider agrees to observe and support the City's rules and policies relating to maintaining physical security of the City's premises.

13. **Modification.** No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Service Provider.

14. **Assignment.** Any assignment of this Agreement by Service Provider without the written consent of the City shall be void.

15. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

16. **Non-Waiver of Breach.** The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

17. **Resolution of Disputes, Governing Law.** Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall be referred to the City Administrator, whose decision shall be final. In the event of any litigation arising out of this Agreement, the prevailing party shall be reimbursed for its reasonable attorney fees from the other party. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. **Public Records Disclosure.** Service Provider shall fully cooperate with and assist the City with respect to any request for public records received by the City and related to any public records generated, produced, created and/or possessed by Service Provider and related to the services performed under this Agreement. Upon written demand by the City, the Service Provider shall furnish the City with full and complete copies of any such records within five business days.

Service Provider's failure to timely provide such records upon demand shall be deemed a breach of this Agreement. To the extent that the City incurs any monetary penalties, attorneys' fees, and/or any other expenses as a result of such breach, Service Provider shall fully indemnify and hold harmless the City as set forth in Section 8.
For purposes of this section, the term "public records" shall have the same meaning as defined by Chapter 42.17 RCW and Chapter 42.56 RCW, as said chapters have been construed by Washington courts.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF BUCKLEY

By: _____________________________
City Administrator

SERVICE PROVIDER

By: _____________________________
Title: _____________________________
Taxpayer ID #: ______________________

CITY CONTACT

Mike Deadmond
City of Buckley
PO Box 1960, 933 Main St.
Buckley, WA 98321
Phone: 253-293-3929
Fax: 360-829-2659

SERVICE PROVIDER CONTACT

4LEAF, Inc.
Ed O'Reilly, CBO
1201 Pacific Avenue, Ste. 600
Tacoma, WA 98402
Phone: 209-401-7021
Fax: 253-203-3101

ATTEST/AUTHENTICATED

By: _____________________________
City Clerk, Joanne Starr

APPROVED AS TO FORM

By: _____________________________
Office of the City Attorney
EXHIBIT A

At the request and direction of the City of Buckley, the consultant shall perform the following services as required.

1. Inspection Services

   Perform all services normally and customarily associated with the inspections of buildings under construction, in accordance with approved permits, as directed by the City Administrator or his representative.

2. Compensation

   The Consultant shall be compensated for Field Inspections, Review of Building Permits or Plan Review at a rate specified in Section 4 of Exhibit B.
Date: __________________  
Consultant: Bill Centen  
Mailing Address: ____________________________  
Phone: ________________________________  

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<th>Date</th>
<th>No. of Hours</th>
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**Total Hours**

**Hourly Rate** $40.00  
**Total This Invoice** $  

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**For City Use Only**  
**BUDGET SUMMARY**

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<tr>
<td>Total contract amount</td>
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<td>Previous payments</td>
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<td>Current request</td>
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<td>Total requested this contract to date</td>
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Note: If applicable, submit a separate voucher for each program which is funded by your City contract.

Approved for Payment: ___________________  
City Administrator Signature  
Date: ___________________  

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TAX IDENTIFICATION NUMBER

In order for you to receive reimbursement from the City of Buckley, we must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires us to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

Please complete the following information request form and return it to the City of Buckley before or along the submittal of the first billing voucher.

Please check the appropriate category:

___Corporation        ___Partnership
___Government Agency
___Individual/Proprietor
___Other (please explain)

TIN#: ___________ SS#: ___________ 

Print Name: ______________________________________

Print Title: ______________________________________

Business Name: _________________________________

Business Address: _______________________________

Business Phone: _________________________________

Date ____________________________  Authorized Signature (required)