

## PERSONAL SERVICES AGREEMENT

THIS AGREEMENT, is made and entered into in duplicate this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between City of Ilwaco, a Washington Municipal Corporation, PO Box 548 Ilwaco, WA 98624, hereinafter referred to as the "City" and \_\_\_\_\_ at \_\_\_\_\_, hereinafter referred to as the "Contractor."

1. Scope of Services.

The Contractor shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as Contractor responsibilities throughout this agreement and as detailed in Attachment A (the "Work") attached hereto and incorporated herein.

2. Compensation and Method of Payment.

Payment for services shall be \$ \_\_\_\_\_. The contractor shall submit monthly invoices detailing work performed and expenses for which reimbursement is sought. The city shall approve all invoices before payment is issued. Payment shall occur within thirty (30) days of receipt and approval of an invoice. Payment for any work in addition to the services described in Attachment A must be approved in writing by the City prior to commencement of the additional work.

3. Term.

This contract will commence upon execution, and terminate \_\_\_\_\_, unless terminated earlier pursuant to Section 10.

4. Independent Contractor Relationship.

4.1 The parties intend that an independent Contractor/City relationship will be created by this Agreement. The City is interested primarily in the results to be achieved; subject to paragraphs herein, the implementation of services will lie solely with the discretion of the Contractor. No agent, employee, servant or representative of the Contractor shall be deemed to be an employee, agent, servant or representative of the City for any purpose, and the employees of the Contractor are not entitled to any of the benefits the City provides for its employees. The Contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

4.2 In the performance of the services herein contemplated the Contractor is an independent contractor with the authority to control and direct the performance of the details of the work, however, the results of the work contemplated herein must meet the approval of the City and shall be subject to the City's general rights of inspection and review to secure the satisfactory completion thereof.

5. Consultant Employees/Agents.

The City may at its sole discretion require the Contractor to remove an employee(s), agent(s) or servant(s) from employment on this Work. The Contractor may however employ that (those) individual(s) on other non-City related works.

6. Hold Harmless/Indemnification.

Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

7. Insurance.

The Contractor 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 Contractor, its agents, representatives, or employees. Contractor shall obtain insurance as specified in Attachment B.

8. Compliance with Laws.

The Contractor, in the performance of this Agreement, shall comply with all applicable Federal, State or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Contractor specifically agrees to pay any applicable business and occupation (B & O) taxes that may be due on account of this Agreement.

9. Nondiscrimination.

In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The Contractor shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with local, State and Federal laws prohibiting discrimination in employment.

10. Termination.

Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party.

11. Notice.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

12. Attorney's Fees and Costs.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

13. Jurisdiction and Venue.

This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

14. Severability.

If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision that may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

15. Entire Agreement.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

City of Ilwaco (“City”)

(“Contractor”)

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## **ATTACHMENT A**

## ATTACHMENT B

### INSURANCE REQUIREMENTS

During the term of this Contract Contractor shall maintain in force at its own expense, each insurance noted below:

1. **Required by City;                      of contractors with one or more workers, as defined by Industrial Insurance Laws of the State of Washington.**

**Workers' Compensation:** All employers, including Contractor, that employ subject workers, shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under the Industrial Insurance laws of the State of Washington. Contractors shall require and ensure that each of its subcontractors comply with these requirements.

2. **Required by City;**

**Professional Liability** insurance with a combined single limit, or the equivalent, of not less than \$500,000 each claim, incident or occurrence This is to cover damages caused by error, omission or negligent acts related to the professional services to be provided under this Contract.

3. **Required by City;**

**General Liability** insurance with a combined single limit, or the equivalent, of not less than \$500,000 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 City, and their divisions, officers and employees are Additional Insureds but only with respect to the Contractor's services to be provided under this Contract;

4. **Not required by City.**

**Automobile Liability** insurance with a combined single limit, or the equivalent, of not less than    ☐ \$200,000,    ☐ \$500,000, or ☐ \$1,000,000 each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

5. **Notice of cancellation or change.** There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days prior written notice from the Contractor or its insurer(s) to the City;
6. **Certificates of insurance.** As evidence of the insurance coverages required by this Contract, the Contractor shall furnish acceptable insurance certificates to City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. Insuring companies or entities are subject to City acceptance. If requested, complete copies of insurance policies, trust agreements, etc. shall be provided to the City. The Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.