

CONSULTANT AGREEMENT	
PROJECT TITLE: Gold Bar Building Inspector/Plans Examiner	WORK DESCRIPTION: On Call Building Inspection/Plans Examiner
CONSULTANT TIM NORDTVEET	CONSULTANT CONTACT NAME, ADDRESS AND TELEPHONE NO. TIM NORDTVEET 10407 29 TH AVE SE EVERETT WA 98208 425-239-2472

THIS AGREEMENT is entered into on JUNE 1, 2006 between the City of Gold Bar, Washington, hereinafter called the "CITY", and the above person, firm or organization, hereinafter called the "CONSULTANT".

WHEREAS, the Gold Bar Municipal Code requires the CITY to employ the services of a Building Inspector/Plans Examiner, and

WHEREAS, CONSULTANT is a Certified Building Inspector and CONSULTANT has represented to the CITY that he is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this Agreement and the attached Exhibit A and incorporated herein by this reference as if set forth in full. The text of this Agreement shall supercede any conflicting provisions in Exhibit A.

2. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this Agreement as provided in Exhibit A. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in Exhibit "A" attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved and the amount to be paid. The CITY shall pay all such invoices within 45 days of submittal, unless the CITY gives notice that the invoice is in dispute.

3. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this Agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT. CONSULTANT agrees to indemnify, defend and hold CITY, its officers, employees, and agents harmless from any liability for, or assessment of, any taxes and/or fines or penalties or other awards or damages of any kind or nature imposed or assessed upon the CITY relating to the treatment or characterization of CONSULTANT as an independent contractor.

4. Non-exclusive agreement. The parties acknowledge that CONSULTANT is an employee of another municipality, and that CONSULTANT will perform services hereunder on a non-exclusive basis.

5. Certification. CONSULTANT represents and warrants to CITY that he is and shall for the duration of this Agreement remain qualified, experienced and licensed as may be necessary or required by laws and regulations to perform such services. CONSULTANT further represents and warrants to CITY that he is and will remain familiar with applicable state statutes, the Gold Bar Municipal Code, and Uniform Building Code requirements. City shall notify Consultant of any pertinent changes to the City Code.

6. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement, provided, however, that:

A. The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B. The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

7. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

8. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

9. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for determination to the CITY Department Head who administers the department in which the Project Administrator works. The Department Head's decision in the matter shall be final and binding upon the parties to this Agreement, provided, however, that if litigation is brought challenging the decision, that decision shall be subject to judicial review.

10. Termination. The CITY reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

11. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or material man, because of race, color, creed, religion, national origin, marital status, sex, age or handicap, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

12. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the CITY. Any subconsultants approved by the CITY at the outset of this Agreement are named on Exhibit A attached hereto and incorporated herein by this reference as if set forth in full.

13. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the Agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the Agreement by the CITY. Waiver of

any right or entitlement under this Agreement by the CITY shall not constitute waiver of any other right or entitlement.

14. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for Snohomish County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for Snohomish County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

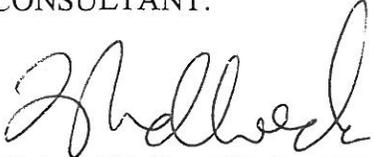
15. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this Agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

16. Arbitration. If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, interpretation, or validity, the parties will meet and confer in good faith for a period of fourteen (14) days to attempt to resolve such dispute without an adversary proceeding. If at the end of the fourteen (14) day period such attempt at resolution is unsuccessful, the parties shall refer such dispute for definitive resolution by arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"), which rules and procedures are deemed to be incorporated by reference into this Agreement, subject to the provisions of this Section. The place of arbitration shall be Gold Bar, Washington or such other location mutually agreed by the parties. The judgment of the arbitrator shall be binding upon the parties and may be filed in and enforced by any court having proper jurisdiction. It is the express intention and understanding of the parties that each shall be entitled to enforce his or its respective rights under any provision hereof through specific performance in addition to recovering damages caused by a breach of any provision hereof and to obtain any and all other equitable remedies as may be awarded by the arbitrators. In any such arbitration, the prevailing party shall be entitled to recover its costs, including without limitation reasonable attorneys' fees, and the non-prevailing party shall pay all costs of the arbitration. If neither party is determined to be the prevailing party, each party shall bear its own costs and attorneys' fees and one-half (1/2) the costs of the arbitration. In assessing costs and attorneys fees, the parties agree to be bound by RCW 4.84.250 through 4.84.300, as now or hereafter amended, provided that there shall not be any limit on the amount of damages subject to the offer of settlement process and any timelines based on the service of a summons and complaint shall instead be based on the service of a written notice demanding arbitration.

17. Entire Agreement. This Agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONSULTANT:

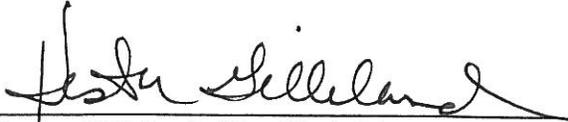


CITY OF GOLD BAR:



Mayor

ATTEST/AUTHENTICATED:



Hester Gilleland, City Clerk-Treasurer

APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT "A"
~~Building Inspection and Plans Examiner Consultant Agreement~~

Scope of Work:

1. Consultant shall work on ~~an as needed, part time~~ basis, upon request from the City. ~~Consultant shall be available to work flexible hours, to include weekend and evening hours.~~ *gjt* Consultant shall coordinate his schedule for inspections and plan review with the respective property owner and the City.
2. *gjt* The Consultant shall work closely with the City Public Works Director and Mayor. Consultant shall apprise the City of ~~inspection and~~ plan review issues.
3. *gjt* It shall be the responsibility of the Consultant to work closely with the ~~property owner and~~ building contractor while performing his duties.
4. Consultant shall prepare detailed written reports of work as performed. Consultant shall have no authority to speak on behalf of the City; issue permits or stop work or similar orders; or render advice to property owners or other third parties on behalf of the City.
5. *gjt* Consultant agrees to appear as a witness on behalf of the City in any dispute involving a plan review ~~or inspection~~ performed by Consultant. Consultant shall be paid his usual hourly rate for such services.
6. City shall provide Consultant with access to a City-owned computer in which to prepare and record his reports. In addition, Consultant shall have access to other City equipment as necessary to complete his reports.
7. City shall pay Consultant \$ ~~1/2~~ *1/2* ~~PLAN CHECK~~ *Fee* per hour for ~~inspections and~~ plans reviews. On the last day of each month, Consultant shall submit an invoice detailing duties performed during such period.