### CAMP HOST

### PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

2023, by and between the **City of Omak**, Washington, a municipal corporation, hereinafter referred to as the “**City**”, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “**Service Provider**”.

####  RECITALS

**Whereas**, the City desires to have certain services and/or tasks performed as set forth in the “job Description” attached hereto; and

**Whereas**, sufficient City resources are not available to provide such services; and

**Whereas**, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities to perform the services and/or tasks set forth.

Now, therefore, in consideration of the terms, conditions, covenants, and performance contained herein,

**The parties hereto agree as follows:**

1. **Scope of Services.** The Service Provider shall perform such services and accomplish such tasks as are identified and designated in the “Job Description” attached hereto as Exhibit “A” and incorporated herein as though fully set forth.
2. **Term.** The services as Campground Host shall begin on **April 1,2023** and shall run through **October 31, 2023**.
3. **Compensation.** Payment for services shall be as set forth in the paragraph entitled “Benefits” in Exhibit “B”.
4. **Independent Contractor Relationship.**
	1. In the performance of the services herein contemplated the Service Provider 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.

* 1. The City is interested primarily in the results to be achieved. The implementation of services will lie solely with the discretion of the Service Provider. The Service Provider shall not be deemed to be an employee.
1. **Hold Harmless Indemnification.**

5.1 Service Provider shall 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 resulting from the acts, errors, or omissions of the Service Provider in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

5.2 No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

1. **Compliance With Laws.** The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws and ordinances.
2. **Changes.** Either party may request changes to the scope of service to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.
3. **Extension and/or Termination.**

8.1 This Agreement may be extended by mutual written consent of both parties. Service Provider has no authority to and will not engage in compromise settlement arrangements without written authorization from Client.

8.2 Termination of Convenience. The City may terminate this Agreement, in whole or in part, at any time by giving seven (7) days written notice to the Service Provider.

8.3 Termination for Cause. If the Service Provider fails to perform in the manner called for in this Agreement, or if the Service Provider fails to comply with any other provisions of this Agreement and fails to correct such noncompliance within five (5) days written notice thereof, the City may terminate this Agreement for cause. Termination shall be affected by servicing a notice of termination on the Service Provider setting forth the manner in which the Service Provider is in default.

1. **Attorney 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 such action or proceeding.
2. **Jurisdiction and Venue.**

10.1 This Agreement has been and shall be construed as having been made and delivered withing 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.

1. Entire Agreement. The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understanding 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 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:

City of Omak, a municipal corporation:

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Cindy Gagné, Mayor

Attest:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Connie Thomas, City Clerk

**SERVICE PROVIDER:**
By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_