

AGREEMENT FOR BUILDING INSPECTOR SERVICES

RK Legacy, hereinafter called "Contractor", and the City of Chewelah, hereinafter called "City" agree as set forth herein which includes:

General Conditions, pages 2 to 5, Exhibit "A" (Scope of Work), page 6.

which is attached hereto and incorporated herein by this reference as part of this Agreement.

The term of this Agreement shall be as set forth in Exhibit A.

IN WITNESS WHEREOF, the parties have executed this Agreement this **21st day of February 2024**.

Contractor

City of Chewelah

Richard LeHew
RK Legacy
205 N Ehorn Lane
Chewelah, WA 99109

M. Gregory McCunn
Mayor
PO Box 258
301 E. Clay Room 104
Chewelah, WA 99109

GENERAL CONDITIONS

1. *Scope of Contractor's Services:*

The Contractor agrees to provide to the City services (approximately thirty-two hours per week) including, but not limited to those set forth in the project narrative identified as Exhibit "A", attached hereto, and incorporated herein by reference, during the agreement period.

2. *Accounting and Payment for Contractor Services:*

Payment to the Contractor for services rendered under this Agreement shall be **Six Thousand Two Hundred Seventy-Eight Dollars and thirty-one cents (\$6,278.31)** per month of services until termination of contract as identified in Exhibit A, under terms of Agreement. Payment shall be made on approximately the 10th day of each month commencing **February 2024** for services rendered for the previous month. Unless approved in writing in advance by the official executing this Agreement for the City of Chewelah, (hereinafter referred to as the "Contracting Officer",) the City will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

3. *Assignment and Subcontracting:*

No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without express and prior written approval of the Contracting Officer.

4. *Independent Contractor:*

The Contractor's services shall be furnished by the Contractor as an independent contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder, and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in *section 2* of this Agreement and the Contractor is not entitled to any City benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to City employees.

5. *No Guarantee of Employment:*

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor by the City at the present time or in the future.

6. *Taxes:*

The Contractor understands and acknowledges that the City will not withhold Federal or State income taxes. All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of the Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

7. Regulations and Requirement:

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and the City of Chewelah.

8. Right to Review:

This contract is subject to review by any Federal or State auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, onsite inspection by City agents or employees, inspection of all records or other material which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement.

9. Modifications:

Either party may request changes in scope of services, or performance standards. Any and all modifications shall be in writing, signed by each of the parties.

10. Termination for Default:

If the Contractor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the contract, and at the City's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

11. Termination for Public Convenience:

The City may terminate the contract in whole or in part whenever the City determines, in its sole discretion, that such termination is in the best interests of the City. Whenever the contract is terminated in accordance with this paragraph, an equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

12. Hold Harmless and Indemnity Agreement:

The Contractor charged with the enforcement of the building codes, acting in good faith and without malice in the discharge of duties required by the City and other pertinent law or ordinance shall not hereby be rendered personally liable for damages that may accrue to persons or property as a result of an act or omission in the discharge of such duties. A suit brought against the Contractor because of such act or omission performed in the enforcement of any provision of such codes or other pertinent laws or ordinances implemented through the enforcement of this code shall be defended by this jurisdiction until termination of such proceedings, and any judgment resulting therefrom shall be assumed by this jurisdiction.

It is further provided that no liability shall attach to the City by reason of entering into this contract, except as expressly provided herein.

13. Venue and Choice of Law:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Stevens. This Agreement shall be governed by the laws of the State of Washington.

14. Withholding Payment:

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

15. Contractor Commitments, Warranties, and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the City. A commitment includes but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

16. Ownership Items Produced:

All writings, programs, data, public records, or other materials prepared by the Contractor in connection with performance of this Agreement shall be the sole and absolute property of the City.

17. Confidentiality:

The Contractor shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City of Chewelah or a valid court order. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information.

18. Notice:

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the Contracting Officer.

Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected above. Notice may be given by delivery or by depositing in the US, Mail, first class, postage prepaid.

19. Severability:

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application. To this end, the terms and conditions of this contract are declared severable.

20. Waiver:

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

21. Entire Agreement:

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions, or understandings between the parties.

EXHIBIT A

Terms of Agreement:

Provide building inspection services beginning January 1, 2024 and continuing on a monthly basis as needed thru December 31, 2024.

Contractor agrees to provide:

- All transportation and expenses in order to perform scope of work. To include vehicles, auto repairs, maintenance, gas, and liability insurance coverage.
- Associated hand tools necessary to conduct field inspections.

City agrees to provide:

- Office space adequate to allow for one staff person and public access (applicants, etc.).
- Access to phone, computer, copy and fax machines.
- Access to necessary City records such as plat maps, legal ownership, zoning and utility information.

Scope of Work:

Provide residential and commercial building inspections and provide plan review services, permit coordination, issuance and building construction inspection services in compliance with the City Municipal Code, IRC (International Residential Code), and IBC (International Building Code).

- Field inspection services Monday through Thursday, 9:00am to 2:00pm.
- Review permit applications for legal description, utility access, zoning setbacks, and other related agency conditions.
- Provide plan review services for code compliance, documenting conditions.
- Inspect structures for code compliance, document corrections and resolve any noted issues in a respectful and judicious manner.
- Communicate permit status with applicant and the City.

Representative Initials:

Contractor _____

City _____