

**ATTACHMENT A**  
**SAMPLE PROFESSIONAL SERVICES AGREEMENT**

SAMPLE

## Professional Services Agreement

**1. Date and Parties:** This Agreement is entered into between the City of Fircrest, hereinafter referred to as “City” and \_\_\_\_\_, Inc., hereinafter referred to as “Professional”.

**2. General Recitals:** The purpose of this Agreement is for Professional to .

**3. Term:** The term of this Agreement shall be from \_\_\_\_\_2015, and may be extended or modified by mutual consent of the parties.

**4. Termination of Agreement:** This Agreement may be terminated by either party, with or without cause, upon seven (7) days’ written notice served to the other party by registered mail. In such case, Consultant shall be compensated by the City for all work performed to the date of termination.

**5. Products and Meetings:** The Professional shall provide the services as specified in the attached Exhibit A.

**6. Payment:** The Professional shall be compensated as outlined in Exhibit A.

**7. Notices:** Any notice required or permitted herein shall be deemed properly given at the time personally delivered or mailed postage prepaid and first class to the following addresses, or such other addresses as the City or Professional may designate in the future:

If to the City:	With a copy to:
City Manager	City Clerk
City of Fircrest	City of Fircrest
115 Ramsdell Street	115 Ramsdell Street
Fircrest, WA 98466	Fircrest, WA 98466

If to the Consultant:

**8. Discrimination and Compliance with Laws:** Professional agrees to not discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, disability, or other circumstance prohibited by federal, state or local law or ordinance, except for a bona fide occupational qualification.

Professional shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this Agreement.

Violation of this section shall be a material breach of this Agreement and grounds for cancellation, termination or suspension by the City, in whole or in part, and may result in ineligibility for further work for the City.

9. **Limits of Liability:** Professional agrees to hold the City, its elected officials, officers, employees, agents and volunteers harmless from any and all claims, demands, losses, actions and liabilities to or by any and all persons or entities. This agreement includes both personal Injury, Bodily Injury, Death or Property Damage as well as other loss or damage.
10. **General Liability Insurance:** shall purchase and maintain a \$1,000,000 General Liability insurance policy protecting the City of Fircrest, its elected officials, officers, and its employees, directors, officers, agents, volunteers and members and naming the City of Fircrest as a Primary Non-contributory Additional Insured. A Certificate of Insurance will be supplied. Limits on the policy do not relieve the Contractor from uninsured or additional liability.
11. **Sole Contract Between Parties:** This Agreement is the sole written contract between the parties. Any prior written or oral understanding shall merge with this Agreement. It shall be amended only upon express written consent of the parties hereto.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF FIRCREST

By: \_\_\_\_\_  
City Manager

PROFESSIONAL

By: \_\_\_\_\_