

**THIS CONSULTING AGREEMENT (the "Agreement") dated this 7<sup>nd</sup> day of August 2017**

**BETWEEN**

City of Othello of 500 E. Main St, Othello, Washington, 99344

(the "Client")

**-AND-**

Rodrigo Ozuna of 925 E. Hamlet St, Othello, Washington, 99344

(the "Consultant")

**BACKGROUND:**

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience and abilities to provide consulting services to the Client
- B. The Consultant is agreeable to providing such consulting to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

- 1. The Client hereby agrees to engage the Consultant to provide the Client with the following consulting services (the "Services")
  - a. Services will include Windows updates on servers, health check of the network, virus definitions are up to date, VoIP services, and scoping potential business solutions
- 2. The Services will also include any other consulting tasks which the Parties may agree on. The Consultant hereby agrees to provide such Services to the Client.

**Terms of Agreement.**

- 3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the Client terminates the Agreement.

4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days' written notice to the other Party.

**Performance**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Currency**

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US dollars)

**Compensation**

7. The Consultant will charge the Client for the Services at the rate of \$60 per hour (the "Compensation")
8. The Client will be invoiced every month.
9. Invoices submitted by the Consultant to the Client are due within 30 days of receipt.
10. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

**Reimbursement of Expenses**

11. The Consultant will be reimbursed from time to time for reasonable and necessary expense incurred by the Consultant in connection with providing the Services.
12. All expense must be pre-approved by the Client

**Penalties for Late Payment**

13. Any late payments will trigger a fee of 15.00% per month on the amount still owing

**Confidentiality**

14. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

15. The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
16. All written and oral information and material disclosed or provided by the Client to the Consultant under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Consultant.

#### **Ownership of Intellectual Property**

17. All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registration or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.
18. The Consultant may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Consultant will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

#### **Return of Property**

19. Upon the expiry or termination of this Agreement, the Consultant will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

#### **Capacity/Independent Contractor**

20. In providing the Services under this Agreement it is expressly agreed that the Consultant is acting as an independent contractor and not as an employee. The Consultant and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Consultant during the Term. The Consultant is responsible for paying, and complying with reporting requirements for, all local, state and federal tax related to payments made to the Consultant under this Agreement.

### **Notice**

21. All notices, request, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. City of Othello  
500 E. Main St, Othello, Washington, 99344

b. Rodrigo Ozuna  
925 E. Hamlet St, Othello, Washington, 99344

Or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

### **Modification of Agreement**

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Severability**

23. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

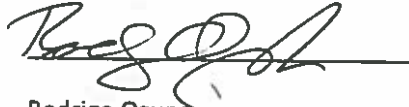
### **Waiver**

24. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 21<sup>st</sup> day of August, 2017.

City of Othello

Per  (Seal)

  
Rodrigo Ozuna