RESOLUTION NO. 2025-18

A RESOLUTION OF THE TOWN OF NACHES, WASHINGTON AUTHORIZING THE MAYOR TO SIGN THE GENERAL SERVICE AGREEMENT FOR FIRE AND LIFE SAFETY INSPECTION SERVICES WITH JL CONSULTING AND SAFETY SERVICES, LLC

WHEREAS, Town Staff and the Naches Town Council has developed a fire and life safety program to establish a regular inspections as required by the International Fire Code; and

WHEREAS, the Town has confirmed that JL Consulting and Safety Services, LLC is capable and willing to provide services; and,

WHEREAS, Town Staff has reviewed the General Services Agreement and find the terms to be acceptable; and,

WHEREAS, the Council finds that good cause exists.

Now therefore,

BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON, AS FOLLOWS: that the Mayor of the Town of Naches is authorized to sign the attached general service agreement with JL Consulting and Safety Services, LLC.

PASSED BY THE TOWN COUNCIL OF THE TOWN OF NACHES, WASHINGTON this 14th day of July, 2025.

Bill Davis, Mayor

Attest:

Michael Shinn, Attorney

Approve as to Form:

Dorraine Bigby, Clerk/Treasurer

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement") is dated this 14th day of July, 2025.

CLIENT	CONTRACTOR
Town of Naches	JL Consulting and Safety Services LLC
29 E Second St, Naches, WA 98937, USA	280 W Taylor Rd, Selah, WA 98942, USA
(the "Client")	(the "Contractor")

BACKGROUND

A. Client wishes to procure the services of an experienced Fire and Life Safety inspector for the benefit of the Town of Naches. Client has been provided with a copy of Contractor's curriculum vitae (CV) and based upon the representations made therein is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide needed services to the Town of Naches. A copy of Contractor's CV is appended hereto as Exhibit 1.

B. The Contractor is agreeable to providing the requested Fire and Life Safety inspection services to Client, as directed by law in the International Fire Code, in accordance with the terms and conditions set out in this Agreement.

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

SERVICES PROVIDED

1. The Client hereby agrees to engage the Contractor to provide the Client with the services ("Services") described in Exhibit 2 including, but not limited to conducting Annual Fire and Life Safety Inspections as required per RCW 19.27.110.

2. The Services may include other tasks which the Parties mutually agree upon.

TERM OF AGREEMENT

3. The term of this Agreement (the "Term") is for 12 months beginning on the date this Agreement is fully executed, and will be renewed annually until terminated as set forth hereinbelow.

4. Either Party may terminate this Agreement by giving the other Party 60 days advance written notice.

5. In the event that either Party breaches a material provision of this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

6. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

PERFORMANCE

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

CURRENCY

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

COMPENSATION

9. The Contractor will charge the Client for the Services at the rate of $2,000.00 per month (the "Compensation").

10. The Contractor will invoice the Client every month.

11. Invoices submitted by the Contractor to the Client are due upon receipt.

12. The above Compensation includes all applicable sales tax and duties as required by law.

13. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

TRADE SECRETS

14. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the Client which are secret and proprietary to the Client.

15. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

16. All intellectual property and related material, including any Trade Secrets, moral rights, goodwill, relevant registrations 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.

17. The Contractor 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 Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

RETURN OF PROPERTY

18. Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or confidential information which is the property of the Client.

CAPACITY/INDEPENDENT CONTRACTOR

19. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor 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 Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

NO RIGHT OF SUBSTITUTION

20. This Agreement is based upon the knowledge and expertise of Contractor's representative, James Lange. Client expects James Lange to provide the Services set forth herein. In the event James Lange wishes to engage the assistance of a third-party to perform some or all of the obligations of the Contractor under this Agreement, Contractor must first receive the written approval of Client beforehand.

21. In the event that the Contractor is authorized by Client to hire a third-party to perform Services hereunder:

    - The Contractor will pay the third-party for its services and the Compensation will remain payable by the Client to the Contractor.

    - For the purposes of the indemnification clause of this Agreement, the third-party will be considered an agent of the Contractor.

AUTONOMY

22. Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

EQUIPMENT

23. Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

NO EXCLUSIVITY

24. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

NOTICE

25. All notices, requests, 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:

- Town of Naches
  29 E Second St, Naches, WA 98937, USA

- JL Consulting and Safety Services LLC
  280 W Taylor Rd, Selah, WA 98942, USA

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.

INDEMNIFICATION

26. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

INSURANCE

27. Insurance Requirements:

The Contractor will carry General Liability Insurance on an occurrence basis in an amount not less than $1,000,000 per occurrence and at least $2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage for at least the term of the agreement. Contractor will provide proof of insurance to Client upon execution of this Agreement.

MODIFICATION OF AGREEMENT

28. 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.

TIME OF THE ESSENCE

29. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

ASSIGNMENT

30. The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

ENTIRE AGREEMENT

31. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

BINDING

32. This Agreement will inure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

TITLES/HEADINGS

33. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

GENDER

34. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

GOVERNING LAW

35. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

SEVERABILITY

36. 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

37. 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 day:

Town of Naches

Per: Bill Davis (Seal)

Officer's Name: Bill Davis, Mayor

Date: 7-15-2025

JL Consulting and Safety Services LLC

Per: _____ (Seal)

Officer's Name: James Lange

Date: 7-14-25

Exhibit 1

JL Consulting and Safey Services, LLC
James Lange

RE: CV

Experience:

20+ years of experience in the fire service with disciplines in all areas from firefighter to fire chief including,

- Fire and Life Safety Inspections
- A.A.S in Fire Science from Columbia Southern University
- Graduate of the National Fire Academy Managing Officer Program (B.S. level course)
- Certified Life Inspector 1 through the International Code Council
- 10 years of experience as a Fire Marshall covering plan review and code enforcement
- Member of 17 different committees in the County and State that relate to fire safety including but not limited to Yakima County Fire Chiefs, Yakima County EMS Admin Board, Yakima County 911 Operations Board, YACORPS, and Yakima County Local Emergency Planning Committee
- Several other fire related certifications including but not limited to AAS Fire Science, National Fire Academy Managing Officer Graduate, Pro Board/International Code Council Fire Inspector 1, National Fire Academy Executive Chief Officer, Interagency Business Management, National Fire Academy Fire Cause Determination, Crisis Leadership and Decisions Making for Elected Officials, and many others.