

PROFESSIONAL SERVICES CONTRACT

This PROFESSIONAL SERVICES CONTRACT (this “Agreement”) is made effective as of _____, 202__ (the “Effective Date”) by and between **The City of Hazleton**, with an office address of 40 N. Church Street, Hazleton, PA 18201 (“City”), and _____

_____ (“Consultant”).

The City and Consultant are sometimes referred to herein collectively as the “Parties’ or individually as a “Party”.

WHEREAS the City and Consultant desire to enter into this Agreement for the purposes of performing appraisal services on behalf of the City for a fee under the terms and conditions set forth in this Agreement; and

NOW AND THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Services. The City hereby engages the Consultant to perform appraisal services for the City upon request and attend and testify before any board, commission, authority, court, or body about qualifications and appraisal reports (“Services”).

2. Term of Agreement. This Agreement shall commence upon the date the City signs this Agreement and shall end two years thereafter. If not terminated before the expiration of the two-year period, this Agreement shall automatically renew on a month-to-month basis unless terminated by either party providing the other party 30 days advance written notice.

3. Payment for Services.

A. Costs of Appraisal Report.

Single-Family Dwelling \$ _____

Multi-Family Dwellings \$ _____

Commercial \$ _____

Vacant Land \$ _____

B. Invoicing. Consultant shall invoice City for the services and the City shall remit payment within 30 days after receipt of the invoice. All invoices shall be submitted to the City at the time of providing an appraisal report.

- C. Other Costs. The Consultant shall charge the City for the following additional costs:
- | | |
|---------------------------|----------|
| Attendance and Testifying | \$ _____ |
| Other (Please specify) | \$ _____ |

4. Independent Consultant. Both the City and the Consultant agree that the Consultant will act as an independent Consultant in the performance of the appraisal services under this Agreement. Accordingly, the Consultant shall be responsible for the payment of all taxes including federal, state, and local taxes arising out of the Consultant's Services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as may be required.

5. Release and Indemnification. Consultant shall release, defend, indemnify, and hold harmless the City and its elected and appointed officials, officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorneys' fees and litigation expenses, brought on account of any injuries, damage or loss (real or alleged) received or sustained by any person, persons or property, arising out of: (A) negligent acts or omissions of Consultant, its employees, subcontractors or agents, including, but not limited to, any claims for personal injury, including any injuries or damages sustained by Consultants' employees or for property damage; (B) claims of infringement of copyright, patent, or other proprietary rights; or (C) any other claims of any nature whatsoever arising out of the Consultant's performance of the Services to be provided pursuant to this Agreement, or Consultant's failure to perform or comply with any requirements of this Agreement, including, but not limited to, employment-related claims arising under the common law or based upon any federal, state, or local statutes, ordinances, or regulations. The City reserves the right to retain whatever funds which would otherwise be due Consultant under this Agreement until such suits, action, or actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished. The obligations of this Section shall expressly survive the expiration or earlier termination of this Agreement.

6. Insurance. At all times during the term of this Agreement, to support the indemnification provisions in this Agreement, and as a separate and independent obligation, Consultant shall maintain, with insurance companies authorized to do business in the Commonwealth of Pennsylvania, the following minimum insurance coverage:

- A. Professional Liability/Errors & Omissions: subject to \$1,000,000 per claim/\$1,000,000 aggregate covering the activities of the Consultant. The coverage must be maintained during the term of the Agreement and at least two years following its completion.

- B. Workers' Compensation: statutory
- C. Automobile Liability Insurance: subject to limits of not less than \$1,000,000 combined single limit for each accident. Such Automobile Liability Insurance shall be for all owned, non-owned, and hired automobiles.

The Consultant shall name the City as an additional insured on all policies, except Workers' Compensation coverage, for liabilities arising out of this Agreement. No policy of insurance may be canceled without advance notice to the additional insured,

8. Notices. All notices shall be in writing and shall be deemed to have been given when received at the addresses and to the respective parties as provided in the Agreement. Either party may at any time and from time to time change the address and official to which notices addressed to such party are to be sent by giving notice of such change in the manner herein provided. All Notices shall be delivered personally or sent by registered, certified, or express U.S. Mail, return receipt requested, as follows:

City: 40 N. Church Street
 Hazleton, PA 18201
 Office of Mayor

Consultant: _____

9. Severability. In the event that any section, paragraph or term of this Agreement shall be determined to be invalid or unenforceable by any competent tribunal for any reason, the remainder of this Agreement shall be unaffected thereby and shall remain in full force and effect and if any section, paragraph, or term of this Agreement is adjudged to any extent to be invalid or unenforceable by any competent tribunal, such section, paragraph, or term will be deemed modified to the extent necessary to make it enforceable.

10. Amendments, Revisions or Alterations. This Agreement may be amended, revised or altered only by mutual agreement of the parties in writing.

11. Law Governing, Jurisdiction and Venue. The substantive laws of the Commonwealth of Pennsylvania shall govern the interpretation and enforcement of this Agreement and the parties hereby consent to jurisdiction in the federal or state courts in the Commonwealth of Pennsylvania and venue shall be proper in Luzerne County, Pennsylvania, as the contract has been entered into in Luzerne County, Pennsylvania.

12. Complete Agreement. This Agreement contains the entire agreement between the parties in respect to the subject matter hereof and supersedes any other agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. The language of all parts of this Agreement shall in

all cases be construed according to its fair meaning and not strictly for or against any of the parties.

13. Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.

14. Waivers. Any term of this Agreement may be waived by the party entitled to the benefit thereof, and any default in performance by one party may be waived by the party entitled to receive such performance, but none of such provisions of the Agreement shall be considered waived by either party unless such waiver is reduced to writing and signed by the party entitled to such benefits. No such waiver shall be construed as a modification of any of the provisions of the Agreement, or as a waiver of any past or future default or breach hereof unless expressly so stated in such waiver.

15. Interpretation. Neither party shall be deemed drafter of this Agreement or any portion thereof.

16. Successors and Survivals. Except as otherwise provided, the Agreement shall inure to and be binding upon the heirs, successors and assigns of the parties. Upon expiration or termination of the Agreement for any reason, all rights and remedies of City and Consultant accruing through such time of expiration or termination shall survive until the duties and obligations of the parties to each other at the time of expiration or termination have been fully performed and satisfied.

17. Compliance with Governmental Regulations. Consultant shall comply strictly with all applicable laws, ordinances, rules, and regulations of all federal, state, local, and municipal authorities (“Governmental Requirements”) at any time in effect about the services to be performed under this Agreement.

In Witness Whereof, and intending to be legally bound hereby, the Parties sign below.

WITNESS:

WITNESS:

CITY:

Mayor

CONSULTANT:

By:

Signature

Print Name and Title