CITY OF CLE ELUM, WASHINGTON
WILDWOOD RANCH LLC
AGREEMENT FOR PAYMENT OF PROFESSIONAL/CONSULTANT SERVICES

This Agreement for payment of professional, staff, and consultant services ("Agreement") is entered into by and between the City of Cle Elum, Washington, a municipal corporation of the State of Washington, hereinafter referred to as "the City," and Wildwood Ranch LLC, hereinafter referred to as "Developer" and collectively referred to as "the Parties."

I. RECITALS

1.1 Developer seeks to develop property, including a "Development Agreement By and Between the City of Cle Elum, and Wildwood Ranch LLC, relating to the real property located within the Cle Elum City Limits, in the vicinity of E Third and E First Street (hereinafter "DA"); and

1.3 The development proposal and review will result in direct impacts on the City which will generate the need for professional, and consultant services which, but for the development activities, would not be required; and

1.4 The City has adopted Chapter 17.150.070 CEMC relating to the reimbursement of costs incurred by the City for outside consultants associated with the processing of applications for land use developments; and

1.5 This Agreement shall be governed by Chapter 17.150 CEMC as adopted or hereinafter amended including the City's authority to determine whether the use of professional, staff, or consultants is reasonably necessary.

IN CONSIDERATION OF the mutual benefits and conditions set forth below, the parties hereto agree as follows:

II. PAYMENT TERMS

2.1 The City will invoice Developer for all reasonable and actual costs (including benefits and overtime) of City outside professional, consultant, and legal services billings, expended in processing Developer's development proposal(s) (hereafter, "Processing Costs"). This shall include pre-application consultations, any required or requested pre-application meeting(s), and activities associated with the implementation of the approved Master Plan and Development Agreement, including the processing of applications for City permits and approvals.

2.2 The City will provide Developer with an estimated processing budget on request for any proposal, on a "best efforts" basis, but Developer shall in all events be responsible for the actual Processing Costs incurred. If the City determines that actual Processing Costs are likely to exceed the estimated processing budget, it shall promptly

notify Developer of the estimated additional amount and the reasons for the additional costs.

2.3 Developer shall make an initial deposit of $5,000.00 with the City. At all times during the processing of Developer's development proposal(s), Developer shall make additional deposits as required in order to maintain a credit balance with the City in said amount. In the event such credit balance is insufficient to cover one month's Processing Costs, the deposit requirement may be reasonably increased by the City. When processing of Developer's development proposal(s) is complete, or this Agreement is terminated by Developer, the City shall render a final accounting and refund the remaining credit balance, if any, to Developer.

2.4 The City will provide Developer with an itemized monthly invoice for Processing Costs, including staff time and invoices from contracted consultants, if any, commencing on the fifth date of the month following the first month during which the City incurs Processing Costs. Developer shall pay the City's invoice within thirty (30) days of Developer's receipt of such invoice, subject to the provisions of paragraph 2.5 herein, together with any additional amounts required to maintain the required credit balance as required by paragraph 2.3 herein. **If any sum required to be paid hereunder is not timely remitted, the City may suspend processing until payment is made, and/or may terminate this Agreement and require the deposit of the full amount of Processing Costs incurred to the date of such termination.**

2.5 If certain Processing Costs relate to other projects as well as Developer's, the City shall reasonably allocate costs between Developer and such other projects.

2.6 This Agreement shall apply to processing costs incurred by the City commencing on the date this agreement is executed by both Parties and shall remain in effect until terminated by the Parties.

III. GENERAL PROVISIONS

3.1 If there is a legal challenge to any SEPA threshold determination regarding the development under the DA or to the adequacy of any required environmental impact statement, or to the procedures followed, or permits issued by the City for the Developer's development proposal(s) (collectively, a "SEPA Related Challenge"), the City shall notify Developer. Upon such notification, the City shall determine whether and on what bases (including Developer's written commitment to reimburse the City's costs and attorney fees) to defend the SEPA Related Challenge. It is understood by the parties that the City has limited resources and the Developer's commitment to pay the City's reasonable and actual costs, including attorneys' fees, for such defense (the "Defense Costs") may determine whether the City defends the challenge or not; provided, however, if at any time during the City's defense of a Developer approved SEPA Related Challenge, Developer determines that it is no longer desirable for the City to defend such SEPA Related Challenge, then (a) Developer shall provide the City with written notice of such decision (the "Notification Date"), (b) within ten (10) days of the Notification Date, the City shall

provide Developer with a final invoice of the Defense Costs incurred up to the Notification Date, and (c) the City may continue its defense of such SEPA Related Challenge with the understanding that the City will be responsible for paying all Defense Costs from and after the Notification Date. Notwithstanding the previous sentence, Developer shall be responsible for reasonable and actual costs, including attorneys' fees, incurred by the City directly related to the City's termination of a SEPA Related Challenge defense as agreed by the Parties.

3.2 The provisions of this Agreement are severable and independent, and if any such provision shall be determined by a court of competent jurisdiction to be unenforceable in whole or in party, the remaining provisions and any partially enforceable provision shall remain binding and enforceable to the extent permitted by law.

3.3 Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Developer without prior written consent of the City.

3.4 Developer has the right to assign this Agreement to an entity affiliated with or formed by Developer. The City shall be given written notice of such assignment and the entity formed by Developer shall thereupon become the Developer hereunder, and succeed to all obligations and rights of Developer hereunder.

3.5 Developer shall have the right to terminate this Agreement immediately upon written notice to the City at which point the City shall render a final accounting and refund the remaining credit balance, if any, to Developer and discontinue processing any of Developer's permits, reviews, or other applications.

3.6 Each party may execute this Agreement separately and deliver their separately executed Agreement to the other party. This Agreement is fully executed and delivered when each party has executed a separate copy of this Agreement and delivered its executed copy to the other party. The separately executed copies of this Agreement, when taken together, shall constitute one and the same agreement. A party may deliver its signed copies of this Agreement to the other party electronically or via facsimile, and delivery of signed copies electronically or via facsimile shall have the same force and effect as delivery of a signed original.

3.7 All documents, drawings, specifications, and other materials submitted by the Developer in connection with the services rendered under this Agreement shall be a public record in accordance with the laws, rules, and regulations of the State of Washington and the City of Cle Elum.

3.8 The Developer is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Developer nor any employee of the Developer shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall

not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, including but not limited to FICA, FUTA, state industrial insurance, state workers compensation, or otherwise assuming the duties of an employer with respect to the Developer or any employee of the Developer.

3.9 This Agreement contains the entire agreement between the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Either party may request changes to the Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.

3.10 Notices to the City of Cle Elum shall be sent to the following address:

City Clerk
City of Cle Elum
119 West First Street
Cle Elum, WA 98922
Phone number: (509) 674-2262.

Notices to the Developer shall be sent to the following address:

Wildwood Ranch LLC
P.O. Box 895
Roslyn, WA 98941
Attn: Jeff Stubbs
Email: wildwoodranch2021@gmail.com

3.11 This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in Kittitas County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees, expert witness fees, and costs of suit.

3.12 The Parties hereto represent and acknowledge that they have decided to enter into this agreement voluntarily, knowingly and without coercion of any kind.

3.13 The Recitals set forth at the beginning of this Agreement are deemed incorporated herein, and the parties hereto represent they are true, accurate and correct.

CITY OF CLE ELUM, WASHINGTON

By: _____
Matthew Lundh, Mayor

Date: 9/5/24

WILDWOOD RANCH, LLC

By: Jeffery E. Stubbs
Jeff Stubbs, Member/Manager

Date: 9/5/24