

Consultant Services Contract

1. **Parties.** The parties to this contract are the City of Sumas, Washington ("City"), and R.H. Harper & Associates, Inc., doing business as Sehome Planning & Development Services, ("Consultant"). The Consultant is a land-use planning consulting firm located in Bellingham, Washington (UBI # 602 073 645, EIN #91-2083397).
2. **Relationship.** The relationship of the Consultant to the City shall be that of an independent consultant rendering professional services. The Consultant shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Consultant.
3. **Term.** The term of this contract shall be from January 1, 2023 through December 31, 2023.
4. **Responsibilities of Consultant.** The Consultant shall undertake projects and tasks as directed by the Mayor. These tasks may include, but are not limited to: review and revision of ordinances; administration of City ordinances related to SEPA, Shoreline Management, Critical Areas, subdivisions, or zoning; processing of annexations; long-range planning pursuant to the Growth Management Act; Shoreline Master Program updates pursuant to the Shoreline Management Act; preparation of applications for grants or loans; management of public works projects; general municipal administration. The City anticipates that the tasks assigned to the Consultant shall require no more than 40 hours per month of effort, however greater effort might prove to be necessary. If deemed necessary by the Mayor and upon mutual agreement between the Consultant and the Mayor, the Consultant shall initially schedule a regular half day of work each Thursday in Sumas, in order to be available in person to City staff and local residents. The Consultant may also work on assigned tasks at other times and places. The parties acknowledge that the Consultant may need to augment his presence at the City in response to work load; however, the City shall utilize other City staff and resources in an effort to keep Consultant services to the minimum necessary. The Consultant will be required to occasionally attend meetings of the Sumas City Council, which are scheduled for the 2nd and 4th Monday of each month at 7 p.m.
5. **Consideration and Reimbursement.** The Consultant shall be paid ninety-five dollars (\$95.00) per hour for time expended on authorized tasks. The Consultant shall be paid sixty-five dollars (\$65.00) per hour for time the Consultant's assistant planner expends on authorized tasks. The Consultant shall be paid sixty-five dollars (\$65) per hour for travel time related to City tasks. In addition, the City shall reimburse the Consultant for allowable expenses incurred by the Consultant in the process of performing work for the City on the basis of allowable expenses plus ten percent (10%). Allowable expenses are those associated with photocopying, postage and the purchase of significant project-related supplies, and subcontracted consultant services on specific projects where specialized services are required. Expenses shall not exceed \$500 in any given month unless approved in advance by the City. Contractor must obtain advance approval from the City for any single expense over \$500.

The Consultant shall submit an invoice to the City at the end of each month. The invoice shall itemize the number of hours worked by the Consultant and the amount of allowable

expenses. At the request of the City, the invoice must itemize hours and expenses expended upon particular tasks, such that the City may correctly post expenses to appropriate BARS cost centers. The invoice shall be supported by documentation acceptable to the City. The City shall render payment within thirty (30) days of receipt of the invoice.

6. **Termination.** The City may terminate this contract at any time. The termination shall be effective immediately upon notification to the Consultant.

The Consultant may terminate this contract by providing at least thirty (30) days notice in writing to the City.

In the event of termination of this contract by either party, the Consultant shall be paid for time worked and expenses incurred up to the termination date, in accordance with the provisions for reimbursement described above.

7. **Hold Harmless.** The Consultant agrees to indemnify and hold harmless the City, its appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Consultant's and its agents' negligent performance of work associated with this agreement.

8. **Compliance with Laws.** The Consultant shall comply with all applicable laws, ordinances, and codes of the federal, state, and City government.

During the performance of the contract, the Consultant shall agree that no person shall, on grounds of race, creed, color, national origin, sex, marital status, age, religion or on the presence of any sensory, mental, or physical handicap, be excluded from full employment rights with the Consultant. Neither shall the Consultant discriminate against any employee or applicant for employment for the above reasons: Provided, that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

The Consultant shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, or the presence of any sensory, mental, or physical handicap:

- a. Deny any individual any services or benefits provided under the contract;
- b. Subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under the contract;
- c. Deny any individual an opportunity to participate in any program or services provided by the contract.

Consultant

City of Sumas, Washington

By: _____

By: _____

Rollin H. Harper, President

Bruce Bosch, Mayor

Dated:

Dated: