

CITY OF TENINO AGREEMENT FOR CONSULTATIVE SERVICES

This Agreement is entered into by and between the City of Tenino, Washington, a municipal corporation organized under the laws of the State of Washington (“City”) and Doug Mah & Associates, LLC, a Washington Limited Liability Company, whose address is P.O. Box 2814, Olympia, WA 98507-2814 (“Consultant”).

WHEREAS, the City desires to continue hosting an annual leadership workshop for the purpose of developing and/or updating its goals and priorities for each new upcoming fiscal year; and

WHEREAS, Consultant has over 25 years of related city management experience and represents it has the professional expertise needed to perform the services a workshop of this nature typically requires; and

WHEREAS, Consultant and City wish to enter into this Agreement to completely set forth the terms and conditions upon which the Consultant is retained to provide the services requested by the City;

WHEREAS, Consultant shall perform all of the services, duties and obligations described at Exhibit A, attached hereto, made part hereof, and is incorporated herein by reference, in a good faith, professional, and diligent manner so as to cause the workshop to be completed in an expeditious, reasonable, economical, and workmanlike fashion;

NOW, THEREFORE, in consideration of the mutual benefits and considerations set forth below, the parties agree as follows:

1. **Scope of Services.** See *Exhibit A*.
2. **Compensation and Payment.** The Consultant shall receive the total sum not to exceed \$1,600.00 for services rendered under this agreement.
3. **Federal Income Taxes and Payment.** Consultant shall complete and return Federal Tax Form W-9 upon execution of this Agreement. Consultant shall send his invoice upon conclusion of the Post-Retreat Assessment. City shall remit payment within 21 days of receipt of invoice.
4. **Business License and B&O Tax.** In consideration for the “In-Kind Community Discount for the City of Tenino,” the City shall not require Consultant to obtain a Business License in accordance with Tenino Municipal Code (TMC) § 6.24.020, nor to file a City B&O Tax Return in accordance with TMC § 6.60 or 6.61.
5. **Duration of Agreement.** This Agreement shall be in effect upon signing by both parties and will expire at the sooner of the conclusion of the Post-Retreat Assessment or April 30, 2019.
6. **Ownership and Use of documents.**
 - a. **Ownership.** Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant’s subcontractors or consultants for delivery to the City under this Agreement shall be the sole and absolute property of the City. Such property shall constitute “work

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- made for hire” as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the City at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the City is owned by the Consultant and is not “work made for hire” within the terms of this Agreement.
- b. **Public Records Act.** This Agreement and all public records associated with this Agreement shall be available from the City for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”).
- i. To the extent that public records then in the custody of the Consultant are needed for the City to respond to a request under the Act, as determined by the City, the Consultant agrees to make them promptly available to the City.
 - ii. If the Consultant considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the City receives a request under the Act to inspect or copy the information so identified by the Consultant and the City determines that release of the information is required by the Act or otherwise appropriate, the City’s sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the City will release the requested information on the date specified.
 - iii. The City has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The City shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The City shall not be liable to the Consultant for any records that the City releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.
7. **Independent Consultant.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided. Nothing in this Agreement shall be considered to create any employer and employee relationship between the parties. The City further recognizes that the Consultant has, and will continue to have, an independent business and other clients. The Consultant recognizes that the City has, and will continue to have, contracts with other contractors for the provision of services.
8. **Insurance.** The Consultant shall obtain and maintain insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work per this Agreement with a minimum of \$500,000 Automobile coverage and \$1,000,000 General Liability. Any City insurance shall be in excess of Consultant’s insurance.

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9. **Termination.**

- a. Both parties retain the right to terminate or suspend this Agreement at any time, with or without cause, upon seven (7) days written notice. In the event of termination or suspension by the City, all finished or unfinished work products shall be submitted to the City and reimbursement paid to the Consultant *in quantum meruit*.
- b. Provided, however, prior to litigation of any dispute arising out of this Agreement, the Parties will submit the matter to mediation on terms and conditions to be agreed upon or, failing such agreement, to the Washington Arbitration and Mediation Service in Seattle. Each party will be responsible for their own costs of mediation, including attorney’s fees, and share the mediation service fee equally.

10. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties.

11. **Changes.** Either party may request changes to the Agreement or Scope of Services at any time. Any such change, or amendment, must be accorded the same degree of formality as this agreement and no change or amendment shall be valid unless agreed to by both parties in writing.

12. **Notices.**

CITY OF TENINO
Clerk/Treasurer
P.O. Box 4019
Tenino, WA 98589

DOUG MAH & ASSOCIATES, LLC
Doug Mah
P.O. Box 2814
Olympia, WA 98507-2814

13. **Applicable Law and Severability.** This agreement shall be governed by, and construed in accordance with, the laws of the State of Washington. Any provision or part of this agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all other remaining provisions shall continue to be valid and binding.

CITY OF TENINO

CONSULTANT

Mayor _____

Doug Mah _____

Date: _____

Date: _____