

**August 1, 2013**

## **CONTRACT FOR FINANCE/MANGEMENT SERVICES**

This agreement made and entered into this \_\_\_\_ day of August, 2013 between the City of North Bonneville, a municipal corporation of the State of Washington, hereinafter referred to as "City", and "PULSE CONSULTING", a limited liability company, hereinafter referred to as "Contractor".

### **1. Performance and Payment**

The Contractor will provide consulting services on a variety of finance, budgeting and management issues, including building the 2014 budget and creating a Capital Facilities Plan. The Contractor will bill at an hourly rate of \$40, billed in 15-minute increments.

This service contract shall not exceed \$4,960 for the remainder of the year 2013, estimated as follows:

- Budget                \$1,960
- CFP                    \$1,600
- Ad-Hoc                \$1,400

### **2. Payment Terms**

Contractor will bill the City on a monthly basis for all work performed in the previous month. Payment terms are net 30 days.

### **3. Termination and Waiver.**

Either party may terminate this contract for any reason upon giving 30-days written notice to the other party.

Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

### **4. Independent Contractor:**

Contractor shall perform all work as an independent contractor. Although the City reserves the right (i) to determine (and modify) the delivery schedule for the Work and (ii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not an "officer," "employee" or "agent" of the City.

Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under this Contract and, unless Contractor is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Contractor under this Contract, except as a self-employed individual.

### **6. Indemnification**

Contractor shall defend (with legal counsel of City's choice), save, hold harmless, and indemnify the City,

its officers, employees, agents, and members, from all claims, suits, losses, damages, liabilities, costs, expenses or actions, of any nature whatsoever resulting from, arising out of or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract.

**7. Assignment.**

This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.

**8. Ownership of work products**

The City shall have sole ownership of all work products.

**9. Nondisclosure/Pubic Records**

The Contractor, its employees and subcontractors agree that, except as directed by the City, it will not at any time during or after the term of this Agreement disclose any confidential information to any person whatsoever. Likewise, the City agrees that it will not convey any confidential information obtained about the Contractor to another party. Contractor understands City is a Washington public agency and subject to public records requirements of RCW Ch. 42.56. Contractor agrees to submit any public records request to the City Administrator within 24 hours and shall cooperate in any City request for records. Contractor shall retain all records relating to this contract for a period of six (6) years, or provide City with the records for retention.

**10. Governing Law and Venue.**

The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.

**11. Entire Understanding**

This contract constitutes the sole agreement between the Contractor and the City. It becomes effective only when signed by both parties. It is the spirit of this agreement that this will be a mutually beneficial arrangement for the City and the Contractor.

Both parties warrant that they have read and understand the terms set forth in this agreement.

City of North Bonneville

Pulse Consulting

\_\_\_\_\_  
Don Stevens, Mayor      Date  
PO Box 7  
North Bonneville, WA 98639  
509-427-8182  
[info@northbonneville.net](mailto:info@northbonneville.net)

\_\_\_\_\_  
John Spencer      Date  
PO Box 640  
Camas, WA 98607  
360-903-3763  
[JohnC@PulseConsults.com](mailto:JohnC@PulseConsults.com)

Attest:

Approved as to Form:

\_\_\_\_\_  
Steven Hasson  
City Clerk

\_\_\_\_\_  
Ken Woodrich  
City Attorney