

RESOLUTION NO. 2012-02

A RESOLUTION OF THE CITY OF PECK APPROVING A CONSULTANT AGREEMENT BETWEEN THE CITY OF PECK AND DEBBIE EVANS DBA EVANS ENTERPRISE, AUTHORIZING THE EXECUTION OF THE AGREEMENT AND PROVIDING FOR EFFECTIVE DATE.

WHEREAS, the City of Peck has come to an agreement with Debbie dba Evans Enterprise for purposes of Debbie Evans providing Contracting services to the residents for the City of Peck; and

WHEREAS, the attached agreement sets out the terms and conditions for the provisions of the consulting services to the City of Peck; and

NOW THEREFORE be it resolved by the Mayor and City Council of the City of Peck as follows:

1. That an Agreement between Debbie Evans and the City of Peck as attached as Exhibit 1 shall be and is hereby approved.
2. The Mayor and City Clerk are authorized and directed to execute and attest the agreement on behalf of the City of Peck.
3. This agreement shall be in full force and effect after its passage and approval.

DATED this 21st day of May, 2012.

CITY OF PECK

By: Nancy J. Greene
Nancy J. Greene, Mayor

ATTEST: Tami Firzloff
Tami Firzloff, City Clerk

CONSULTANT CONTRACT

This contract by and between the City of Peck (City) and Debbie Evans, dba Evans Enterprise (Contractor), for the purpose of securing the services of Debbie Evans, as a consultant, subject to the terms and conditions set forth below.

1. SCOPE OF WORK

- (A) For the payment discussed in §2 below, the Contractor shall perform the following services on behalf of the City:
- i. Assist the city with the development of the various plans needed (ie. Community Action Plan, Comprehensive Plan, Growth Management Plan, etc) to move forward in pursuing funding opportunities.
 - ii. Research, develop and prepare grant applications and funding as directed by the City.
 - iii. Develop quality relationships between current and potential grantors.
 - iv. Maintain accurate records of all funding, both proposed and awarded.
 - v. Present quarterly reports, written and/or verbal, to the City showing evidence of funding process and potential for funding success.
 - vi. Assist to oversee and coordinate all awarded funds including scope of work and fiscal compliance.
 - vii. Prepare and submit grant program narratives and fiscal reporting as needed.
 - viii. Represent the City at meetings, conferences, and workshops, as directed by the City or as deemed necessary.
- (B) Any and all reports, memoranda, or other written work submitted under this contract shall be the property of the City.

2. PAYMENT FOR TIME AND EXPENSES

- (A) The Contractor shall be compensated in the amount of \$25/hr. secured with an initial retainer payment of \$500 effective June 1, 2012. Subsequent payments will be made in \$500 increments for general consultant services and at \$25/hr. for project specific consultant services. Payment will be made by individual invoice from Evans Enterprises and with Net 10 payment due.
- (B) Expenses associated with the performance of the duties performed by the Contactor pursuant to this Contact shall be reimbursed by the City as set forth below:
- i. Expenses directly related to grant applications and administration, including office supplies, copying, postage, and printing, shall be paid by the City. These expenses shall be included in the invoice submitted by Evans Enterprises.

- ii. Travel and related expenses shall be paid by the City. Prior approval must be received from the Mayor of Peck for all travel mileage, lodging, and/or registration fees. Travel and related expenses over \$100 must have prior approval from City Council.

3. OFFICE SPACE

The Contractor maintains office space located at 518 Main Kamiah, ID, and PO Box 697, including utilities, unlimited long distance telephone and DSL. Expenses for this space are the sole responsibility of the Contractor.

4. CITY LIASON

The liaison between the City and the Contractor shall be Nancy Greene or current City Mayor.

4. CONFLICTS OF INTEREST

It is understood and agreed that Contractor may undertake work on behalf of other clients or organizations during the term of this contract. However, Contractor shall not perform conflicting or potentially conflicting services of any nature for other persons or entities directly or indirectly interested in matters related to the issues for which Contractor has been retained.

5. INDEPENDENT CONTRACTOR

The Contractor, Debbie Evans, dba Evans Enterprises, is an independent contractor and is not an employee of the City of Peck.

6. CONTRACT TERM AND RENEWAL

- (A) The term of this Contract shall be for one (1) year.
- (B) This contract may be renewed for additional one (1) year terms by agreement of the parties hereto in writing and attached hereto as an addendum.
- (C) Extension of this Contract will coincide with any awarded grant funds and the City's fiscal year. Unless otherwise agreed, future monthly compensation will be based on a predetermined formula of previous 12 month awarded grant funds pro-rated over the next 12 month contract period or \$25/hr. whichever is greater.

7. EFFECTIVE DATE

This contract shall be effective upon signature of both parties.

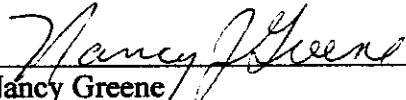
8. COORDINATION WITH THE CITY

In the performance of all administrative and substantive duties under this contract, Contractor shall coordinate and consult with the City as is appropriate and necessary. To that end, Contractor shall provide the City with draft grants for review and comment prior to finalize, as requested.

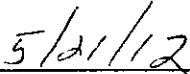
9. DISPUTE RESOLUTION

The parties agree that the courts of the State of Idaho are the exclusive forum for resolving any dispute regarding the terms or interpretation of this contract utilizing the laws of the State of Idaho.

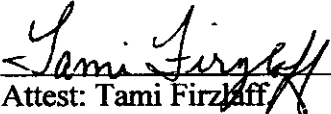
For the City of Peck



Nancy Greene
Mayor, City of Peck

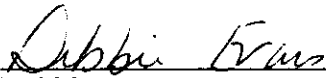


Date

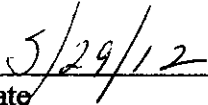


Attest: Tami Firzloff
Secretary, City of Peck

For Evans Enterprises



Debbie Evans



Date