



CONTRACT BETWEEN
THE CITY OF EAST POINT, GEORGIA

AND

Enter Consultant Name Here

FOR

CONSULTING SERVICES

RFP / RFQ Contract No: _____

THIS AGREEMENT, effective this **enter date** day of **enter month and year** is made and entered into and between the City of East Point, Georgia (hereinafter referred to as "the City"), and **enter Consultant information** (hereinafter referred to as the "Contractor").

WHEREAS, the City has a need for **enter services needed here**; and

WHEREAS, the Contractor is experienced in **enter services to be provided here**;

and

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Scope of Services

The purpose of this Contract is to perform in the role of **enter role description here**. Subject to the terms and conditions set forth herein, the City retains the Contractor to furnish all of the goods, services, and other deliverables, as contemplated by this Contract and any incorporated documents.

A. The City's Responsibilities

Pursuant to the terms and conditions set forth in this Contract, the City agrees to:

List responsibilities of the City here

B. The Contractor's Responsibilities

Pursuant to the terms and conditions set forth in this Contract, the Contractor agrees to provide service(s) in the following areas:

List responsibilities of the Consultant here

C. Deliverables

Contractor agrees to provide the following deliverables in accordance with the schedule set forth below. The City shall have no obligation to accept any deliverables(s) provided by the Contractor and tendered to it until such time as all requirements for such deliverable(s) have been met.

List Deliverables of Consultant here

- (1) Electronic copies of all work produced hereafter.

2. Term of the Contract

This Contract shall begin on the **enter month, day, and year here** and shall continue until **enter month, day, and year here** unless renewed in writing as hereinafter provided. The City is hereby granted the

option to renew this Contract for an additional term upon the same terms, conditions, and price stated in this Contract and any amendments. Each renewal option shall be exercisable solely and exclusively by the City.

3. Payment for Services

The City shall compensate the Contractor in accordance with the following payment schedule: **List Rate of Payment and Payment Schedule here.**

Once every calendar month, or before the [redacted] ([redacted]) day of each month, after commencement of the Service(s), the Contractor shall submit a Request for Payment (Invoice) for the work and / or service period ending the last day of the previous month to the City in such form and manner, and with such supporting data and content as the City may require. Therein, the Contractor may request payment for Work and / or Service(s) and / or Deliverables provided under the Contract that are compliant with the specifications, terms and conditions of this Contract. Each such Request for Payment (Invoice) shall bear a unique invoice number, shall bear the City's Contract Number, shall be signed by the Contractor and shall be submitted to the City in triplicate consisting of one (1) original and two (2) identical copies. The Request for Payment (Invoice) shall constitute the Contractor's representation and attestant that the Work and / or Service(s) and / or Deliverables for which payment is requested has been performed and / or provided in accordance with the specifications, terms and conditions of this Contract and that any and all work associated with the Work and / or Service(s) and / or Deliverables has been properly performed in full accordance with this Contract, and that the Contractor knows of no reason why payment should not be made by the City as requested. Thereafter, the City's appointed representative shall review the Request for Payment (Invoice) and the supporting data and may also review the Work and / or Service site(s) and / or the Deliverables to determine whether the quantity and quality of the Work and / or Service(s) and / or Deliverables is as represented in the Request for Payment (Invoice) and is as required by this Contract. The City's appointed representative shall calculate, determine, and certify to the City the monies properly owing to the Contractor and shall affix their signature to the same. The City's Accounting Department shall make payment to the Contractor within [redacted] ([redacted]) business / calendar (strike out one not applicable) days following the City's appointed representative's receipt of each monthly Request for Payment (Invoice). The amount of each payment shall be the amount certified for payment by the City's appointed representative less such amounts, if any, otherwise owed by the Contractor to the City or which the City shall have the right to withhold.

Unless otherwise specified in this Contract, the City will not reimburse travel expenses incurred by the Contractor unless such travel is approved in advance, in writing, by the City's representative.

The total of all payments made by the City to the Contractor under this Contract shall not exceed [redacted]. The City shall have no responsibility to the Contractor whatsoever for payment beyond that amount.

4. Relationship of the Parties

It is expressly agreed that the Contractor and its subcontractor(s), and any agents, officers, and employees of the Contractor or its subcontractor(s), in the performance of this Contract shall act in an independent capacity and not as officers or employees of the City. It is further expressly agreed that

this Contract shall not be construed as a partnership or joint venture between the Contractor or its subcontractor(s) and the City.

5. Confidentiality Requirements

The Contractor shall treat all information which is obtained by it through its performance under the Contract as confidential information, and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations under this Contract. The City, the Attorney General, and / or federal officials, or the authorized representatives of these parties, shall have access to all confidential information in accordance with the requirements of state and federal laws and regulations.

6. Termination of Contract

This Contract may be terminated by the City with a written [redacted] ([redacted]) calendar day notification to Contractor whenever the City, in its sole discretion, determines that such termination is in the best interest of the City.

7. Conflict of Interest and Prohibition of Gratuities

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with, or have a material adverse effect on the performance of its services hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest shall be employed by the Contractor.

8. Representatives

Correspondence, invoices, and any other communication regarding this contract should be directed to the following representatives:

For the City:

Enter Name Here
Enter Title Here
Enter Department Here
2757 East Point Street
East Point, Georgia 30344
Telephone: Enter Telephone Number Here
Email: Enter Email Address Here

For the Contractor:

Enter Individual's Name Here
Enter Company Name Here
Enter Address Here
Enter Address Here
Enter City and State Here
Enter Telephone Number Here

Enter Email Address Here

9. Funding

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable by the City. In the event the proper appropriations of funds for continuation of the Contract are not available in any Fiscal Year after the first (1st) Fiscal Year, the Contract shall be terminated. In such instance, the City shall, within thirty (30) calendar days following the beginning of the Fiscal Year for which proper appropriation is not available, provide the Contractor with a written notification that funding for the continuation of the Contract has not been appropriated by the City. The Contractor's services up to the date of the termination notification shall be payable as stipulated herein.

10. Miscellaneous

A. Entire Agreement

This Contract, together with any documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or contracts. No written or oral agreements, representations, statements, negotiations, understandings, or discussions which are not set out, referenced, or specifically incorporated into this Contract shall in any way be binding or of any effect between the parties.

B. Assignment

Contractor shall not assign this Contract, in whole or in part, without the prior written consent of the City, and any attempted assignment not in accordance herewith shall be null and void and of no force or effect.

C. Severability

Any section, subsection, paragraph, term, condition, or provision or other part of this Contract which is judged, held, found, or declared to be voidable, void, invalid, illegal, or otherwise not fully enforceable shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect as set out herein.

D. Waiver

The waiver by the City of any breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same, or of any other provision contained in this Contract, and shall not establish a course of performance between the parties contradictory to the terms hereof.

E. Force Majeure

Neither party to this Contract shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include but not be limited to acts of God, strikes, riots, lock-outs, acts of war, epidemics, fire, earthquakes, and / or other disasters.

F. Property Rights and Ownership

All equipment, software or other items purchased, furnished, charged to, or paid for by the City and produced in conjunction with or in order to fulfill this contract, and any replacement thereof, shall become and remain the property of the City.

Any documents or other material prepared or in the process of being prepared by Contractor in connection with Contractor’s performance of the services shall be deemed property of the City and all rights, titles and ownership interest in any such documents shall vest in the City immediately upon their creation and the Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

The Contractor further agrees to transfer any and all such property, equipment, and assets no later than thirty (30) calendar days following the completion of this Contract or upon the written request of the City.

G. Insurance

The minimum limits of liability for insurance required by the City shall provide coverage for not less than the following amounts or greater where required by laws and regulations or other agreement:

Workers’ Compensation	
State and Other	Statutory
Employer’s Liability	
Each Accident	\$100,000
Disease Policy Limit	\$500,000
Disease - Each Employee	\$100,000
Commercial General Liability	
General Aggregate	
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Products and Completed Operations	
Each Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000
Personal Injury	
Annual Aggregate	\$1,000,000
Automobile Liability (any vehicle)	
Bodily Injury	
Each Person	\$1,000,000

Each Occurrence	\$1,000,000
Property Damage	
Each Occurrence	\$1,000,000

Property Insurance	
Fire and Extended Coverage including an "All-risk" Builder's Risk form	Not Required

H. Indemnity

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its agents from and against liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from provision of the Work and / or Service(s) and / or Deliverables, provided that such liability, claims, damage, loss or / and expense is attributable to bodily injury, sickness, disease or death, and / or to injury to and / or destruction of tangible property (other than the Work itself and / or Deliverables) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly and / or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

I. Time is of the Essence

Time is of the essence in the performance of this Contract. Any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

J. Debarment

The Contractor certifies by signing this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Contractor further agrees that it will include this clause without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

K. Applicable law

This Contract shall be governed in all respects by the laws of the State of Georgia.

11. Amendments in Writing

No amendment of this Contract or any of the terms or provisions hereof, shall be binding upon either party except by a written amendment, Change Order or Change Notice executed by both parties.

12. Survivability

The terms, provisions, representations, warranties and indemnifications contained in this Contract are intended to and shall survive the delivery or provision of all services or deliverables hereunder as well as any expiration or termination of this Contract.

This Contract and the official documentation affixed hereto (if any) has been thoroughly reviewed and is hereby approved regarding content by the Requesting Department on this day:

(Signature of Department Director/Requestor)

(Date Approved)

By affixing our signatures below, we hereby entered into this agreement:

**CITY OF EAST POINT,
GEORGIA**

[CONTRACTOR]

(Printed Contractor's Name)

By: _____
(Signature)

By: _____
(Signature)

Deana Holiday Ingraham, Mayor
City of East Point
2757 East Point Street
East Point, Georgia 30344

(Printed Name / Title)

(Street Address)

(City / State / Zip Code)

(Date of Execution)

(Date of Execution)

(SEAL)

(SEAL)

Attest:

Approved as to Form:

By: _____
Keshia McCulloch, City Clerk

By: _____
Brad M. Bowman, City Attorney

Date: _____

Date: _____