CONTRACT NUMBER ______________________

CONSULTANT AGREEMENT
(Not to exceed $2,499.99)

This contract is made and entered into this _______________ day of ____________________, 20_____ by and between the City of East Point, Georgia, hereinafter referred to as “the City” and __________________________________________________________________________ hereinafter referred to as “the Consultant”.

The Consultant named above will provide the following Service(s) to the City of East Point, Georgia ______

_____________________________________________________________________________________________________________

_____________________________________________________________________________________________________________

_____________________________________________________________________________________________________________

_____________________________________________________________________________________________________________

Check the appropriate:

( ) The City shall pay a Consultant Fee of ___________________________________________________. The City will not reimburse the Consultant for expenses incurred and / or travel required under this Contract. Any and all such expenses shall be the sole responsibility of the Contractor and as such are not reimbursable. The maximum amount payable to the Contractor by the City under this Contract shall not exceed ______________________________________________________________________________________________.

The City shall have no responsibility whatsoever for any payments to the Contractor beyond this sum.

( ) The City shall pay a Consultant Fee of ___________________________________________________. In addition to the above stated Consultant Fee, the City will reimburse the Consultant for expenses incurred in undertaking the Service(s) stated herein that are deemed by the City to be reasonable, usual, and expected. All expenses eligible for reimbursement by the City must be submitted to the City for approval in advance of the expense(s) being incurred. The Consultant must submit an Expense Statement form for approval to DIRECTOR of Named Department _______________________________.

The maximum amount, including Consultant Fee and Expenses, which the City will pay the Contractor under this contract shall not exceed ______________________________________________________________________________________________.

The City shall have no responsibility whatsoever for any payments to the Contractor beyond this sum.

( ) The City shall pay a Consultant Fee of ___________________________________________________. In addition to the above stated Consultant Fee, the City will reimburse the Consultant for travel / per diem / miscellaneous expenses incurred in undertaking the Service(s) stated herein that are deemed by the City to be reasonable, usual, and expected. All expenses eligible for reimbursement by the City must be submitted to the City for approval in advance of the expense(s) being incurred. The Consultant must submit an Expense Statement form for approval to DIRECTOR of Named Department _______________________________.

The maximum amount, including Consultant Fee and Travel Expenses, which can be paid under this contract shall not exceed ______________________________________________________________________________________________.

The City shall have no responsibility whatsoever for any payments to the Contractor beyond this sum.

Once every calendar month, or before the _______________ (____) day of each month, after commencement of the Service(s), the Contractor shall submit a Request for Payment (Invoice) for the 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 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 the City’s Contract Number, a unique invoice 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 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 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 Service site(s) and / or the Deliverables to determine whether the quantity and quality of the 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 _________________ (_______) 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 as authorized by this Contract.

The consultant shall not be an employee of the City while performing this Service and shall not be entitled to fringe benefits normally accruing to employees of the City.

The agreement shall commence on _______________________________ and shall terminate on _______________. In addition, this agreement may be terminated by either party by notification in writing thirty (30) days prior to the desired date of termination.

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

CITY OF EAST POINT,
GEORGIA

___________________________________
(Printed Provider's Name)

By: ___________________________________
(Signature)

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

___________________________________
(Particular of Service / Place)

(Date of Execution)

(SEAL)

Attest: ___________________________________

Keshia McCollugh, City Clerk

Date: __________________________

(SEAL)

Approved as to Form:

___________________________________

Brad M. Bowman, City Attorney

Date: __________________________