

# Agreement between City of Selah, Washington and the Beckwith Consulting Group for a Housing Action Plan (HAP)

## **This agreement**

made this \_\_\_\_\_ by and between the Beckwith Consulting Group, Planning, Design and Development Services, PO Box 704, LaConner, Washington 98257, phone 360-466-3536, e-mail: becwit@becwitconsult.com, and the City of Selah, 222 South Rushmore Road, Selah, WA 98942, hereinafter called the Client.

## **Witness that**

the Beckwith Consulting Group and Client agree as follows:

### **1: Scope of Services**

The Beckwith Consulting Group agrees to furnish consulting professional planning and design services to accomplish the Housing Action Plan (HAP) Scope of Work described in Attachment 1.

### **2: Meetings**

The Beckwith Consulting Group agrees to attend the schedule of meetings required in the Gantt Chart of Attachment 1.

### **3: Products**

The Beckwith Consulting Group agrees to prepare and reproduce the reports and products defined in the Scope of Work of Attachment 1.

### **4: Personnel**

The Beckwith Consulting Group agrees to provide the management, professional, technical, support personnel, and consultant team members shown in the Gantt Chart of Attachment 1. Any alternations to the team will require the prior approval of the Client.

### **5: Items furnished by the Client**

The Client agrees to provide all available information, data, reports, records, and maps to which the Client has access, and which are needed by the Beckwith Consulting Group for the performance of the Scope of Services. It is agreed that the Beckwith Consulting Group may proceed to obtain such information and services at the compensation rates defined in this Agreement in the event the Client fails to provide the above information or services in a timely and proper manner. The Beckwith Consulting Group shall provide 5 days written notice prior to proceeding.

### **6: Responsibilities of the Client**

The Client agrees to the designation of Jeff Peters, Community Development Supervisor, as Client Representative who will be authorized to serve as liaison to the Beckwith Consulting Group and make all necessary decisions required of the Client in connection with the execution of this Agreement.

### **7: Time of Performance**

The Beckwith Consulting Group agrees to commence and complete the work set forth in the Scope of Services within the time schedule required in the Gantt Chart of Attachment 1. This assumes the submission of all required data and

the performance of all required reviews and decisions by the Client as indicated in this Agreement and excepting delays caused by acts of God.

**8: Compensation**

The Client agrees to pay the Beckwith Consulting Group on a lump sum basis by task for performing the work as outlined in the Gantt chart in Attachment 1 for no more than the maximum amount listed in the Gantt chart.

**9: Method of Payment**

The Beckwith Consulting Group's compensation shall be paid monthly on account of the services performed during that month with payment due within 30 days of the detailed invoice date. Invoices shall show the percentage of work and services performed in accordance with the Gantt chart in Attachment 1.

**10: Representations**

The Client shall pay the Beckwith Consulting Group for the effort expended under this Agreement irrespective of the success or failure of any representation made by the Beckwith Consulting Group on behalf of the Client. Payment shall be rendered whether the effort results in the construction of projects, sale of properties or other consequences or conclusions.

**11: Confidentiality of Information**

Information obtained and reports prepared by the Beckwith Consulting Group under this Agreement shall be considered confidential and shall not be made available to any individual or organization by the Beckwith Consulting Group without the proper approval of the Client.

**12: Changes**

Either party may request changes in the Scope of Services, Meetings, Products, Schedules, or other feature of this Agreement. Such changes that are mutually agreed upon shall be incorporated by written and signed amendment to this Agreement.

**13: Termination of Contract**

Either party may terminate this Agreement upon 7 days written notice served on the other by registered mail. In the event of termination, the Client shall compensate the Beckwith Consulting Group and subcontractors for all work performed to the date of termination.

**14: Disputes**

The Beckwith Consulting Group and Client agree the laws of the State of Washington shall govern this Agreement. The Client shall appoint its agent for services of process in the event a dispute should arise out of or in connection with this Agreement. The prevailing party of any dispute arising out of or in connection with this Agreement shall be entitled to reasonable attorney's fees and all expenses incurred in connection with the dispute. Any suit to enforce provision of this agreement shall be brought in a Washington State court of jurisdiction.

**15: Assignability**

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other. This shall not prohibit the Beckwith Consulting Group from contracting for accomplishment of portions of the Scope of Services with qualified consultants.

**16: Limits of Liability**

The Client agrees that the Beckwith Consulting Group's liability arising out of or in connection with this Agreement shall be limited to the total amount of the Beckwith Consulting Group's compensation under this Agreement. The Client agrees to indemnify and hold the Beckwith Consulting Group harmless from any liability more than the Beckwith Consulting Group's total compensation hereunder to any other person arising out of or in connection with the Beckwith Consulting Group's activities under this Agreement.

**17: Ownership of Materials**

All documents, studies, surveys, maps, drawings, models, photographs, and reports prepared by or for the Client under this Agreement shall become the property of the Client. The Beckwith Consulting Group may, at no additional expense to the Client, make and retain copies for the Beckwith Consulting Group's use.


**Witness**

the parties hereto have executed this Agreement as of the date written above.

**City of Selah**  
**Sherry Raymond, Mayor**

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signature  
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**Beckwith Consulting Group**  
91-1249302 Employer Identification Number

  
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signature  
Tom Beckwith FAICP, Principal

**Attachments**

- 1: Selah Housing Action Plan (HAP) Scope of Work of 14 November 2022
- 2: the Beckwith Consulting Group's Time & Materials Schedule 1 January 2022.

Beckwith Consulting Group  
**Time and Materials Schedule**

Payment for professional services may be based on the following hourly rates of staff engaged on the project plus direct expenses, outside consultants and rental of specialized equipment:

**Hourly Rates:**

- **Standard basic services** shall be at the rates shown which are based on a multiple of 2.5 times the employee's direct personnel expense.
- **Overtime**, where required and authorized by the Client, shall be at the standard rate for regular working hours and at the special rates for any extra hours authorized.
- **Special services** such as special consulting, consulting reports and/or court testimony shall be at a multiple of 3.0 times the employee's direct personnel expense on the project as defined here.

**Direct Personnel Expense:**

- **Direct Personnel Expense** - is defined as the gross hourly salaries of staff engaged on the project and the cost of their mandatory and customary fringe benefits.
- **Gross hourly salary** - is defined as the employee's base yearly salary divided by 2,080 hours per year. Mandatory and customary fringe benefits are defined as statutory employee benefit, insurance, sick leave, holidays, vacations, and the like.

**Direct Expenses:**

- **Travel** - outside the Puget Sound Region (King, Pierce, and Snohomish Counties) at \$0.20 per mile plus any airline, rental cars, ferry, or parking charges.
- **Blueprints, photographs, photocopying and other printing or reproduction services** - provided outside the Beckwith Consulting Group's offices at cost of the service.
- **Board and lodging** - outside the Puget Sound Region (King, Pierce and Snohomish Counties) at the cost of expense.
- **Postage, long distance telephone, telegram and other communications** - sent at cost of the service.

**Hourly Rates for Standard Service:**

Principal	\$150-200.00	Support	\$75.00
Professional	\$140-185.00	Clerical	\$50.00
Technical	\$100-140.00		

**Method of Compensation:**

Invoices will be submitted once a month for services performed during the prior month. Invoices not paid within 30 days of issuance shall bear interest at the rate of 1.5% per month compounded monthly.

**Delinquency:**

The Client shall pay the Beckwith Consulting Group for all expenses incurred for collecting any delinquent amount including but not limited to liens, reasonable attorney's fees, witness fees, personnel expenses, document duplication, organization and storage costs, taxable court costs, travel and subsistence in addition to the delinquent amount.