



Haines Borough

Professional Services Agreement Assessment Services

AGREEMENT BETWEEN OWNER AND CONSULTANT

This Agreement is effective **December 16, 2022** and is between the **Haines Borough**, a municipal corporation organized under the laws of the State of Alaska with its principal place of business at 103 Third Avenue S., Haines, Alaska 99827 (“the Borough”) and **Dahle Emprises**, a company with its place of business at 220 W Little Island Rd, Cathlamet, WA 98612 (“the Consultant”). The Borough and the Consultant are sometimes collectively referred to as “Parties.”

The Parties agree as set forth below.

Article I - Contract Documents

1.1 The Contract Documents consist of this Agreement, Dahle Emprises’ November 2022 proposal, and all modifications issued after execution of this Agreement. The Contract Documents shall form the Contract and are fully incorporated into this Agreement, and shall be a part thereof as if fully set forth herein. If anything in the Contract Documents is inconsistent with this Agreement, the Agreement shall govern.

Article II - The Work

2.1 The Consultant shall provide consulting and administrative services for the ad valorem property tax assessments for the Haines Borough per the attached proposal.

Article III - Time of Commencement and Contract Term

3.1 1. Terms of Agreement. This Agreement shall commence as of **December 16, 2022**, and shall continue to and including **December 31, 2023**. This Agreement may automatically be **renewed year-to-year so long as mutually agreeable and subject to satisfactory contractor performance and funding availability**. Contract conditions and rates may be renegotiated prior to any contract renewal. Either party may cancel the written contract by providing a minimum 30-day notice, in writing, with or without cause.

Article IV - Cost of the Work

4.1 The Consultant agrees to submit periodic invoices for work performed, and the Borough agrees to pay the Consultant at the rate \$125/hr. The Consultant agrees to a budget not to exceed \$100,000 for the term of this Contract. Invoices shall be payable by the Borough according to its regular accounts payable schedule.

4.2 Additional Costs. The Haines Borough shall be responsible to provide travel costs to Haines, housing costs while in Haines, \$50 per diem and the use of a Borough vehicle.

Article V - Changes in the Work

5.1 The Borough may make changes in the work as provided in the Contract Documents. The Consultant may be reimbursed for changes in the work on the basis of negotiations between the Borough and the Consultant. The Consultant may be reasonably compensated for profit and overhead on changed work items.



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Article VI - Subcontracts and Other Agreements

6.1 The Borough shall be notified in advance by the Consultant of any work being contemplated for assignment to any sub-Contractor and shall approve such tasks being contemplated prior to commencement of any sub-contractor work. The Borough reserves the right to reject or modify any sub-contract assignments, through direction to the Consultant.

6.2 All subcontracts shall conform to the requirements of the Contract Documents.

Article VII - Insurance

7.1 The Consultant and all subcontractors shall maintain the following types of insurance coverage and shall list the Haines Borough as an additional insured:

- a) General Liability
- b) Automobile Liability
- c) Errors & Omissions

Article VIII - Termination of Contract

8.1 The Borough retains the right to terminate the contract at any time for any reason, at the convenience of the Borough. If the Borough terminates the contract, it shall reimburse the Consultant for any unpaid cost of the work due. The Borough shall further assume and become liable for obligations, commitments, and unsettled claims that the Consultant has previously undertaken or incurred in good faith in connection with the work. The Consultant shall assign all interests or rights as the Borough may require for the purpose of vesting in the Borough the rights and benefits of the Consultant under such obligations or commitments.

Article IX - Miscellaneous Provisions

9.1 The Borough's representative under this agreement shall be the Borough Manager.

9.2 Consultant agrees to obtain and/or furnish to the Haines Borough a copy of its State of Alaska and Haines Borough business license.

9.3 This contract was approved by the Haines Borough Assembly per Resolution 22-12-1014 on December 13, 2022.

HAINES BOROUGH

Annette Kreitzer

Annette Kreitzer

Borough Manager

Date Signed 12/16/22

CONSULTANT

Michael Dahle

Michael Dahle

Dahle Emprises

Date Signed 12/16/2022

Attest:

Alekka Fullerton

Alekka Fullerton, Borough Clerk

