

PROFESSIONAL SERVICES AGREEMENT

~ Board Planning and Training Services ~

This Professional Services Agreement ("Agreement") is made effective this 5th day of September 2017 by and between Eagle Urban Renewal Agency, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho ("EURA"), and AF Public Solutions, LLC. (referred to herein as "Consultant").

WHEREAS, EURA and Consultant previously entered into an agreement dated November 5, 2015 to provide board planning training services and some of those services were put on hold and not completed with the pending EURA board transition;

WHEREAS, the new Board desires to build on and update some of the work previously performed by Consultant;

WHEREAS, EURA desires to hire Consultant to provide professional services upon the terms and conditions set forth herein in order to accomplish the applicable scope of services as set forth on "Exhibit A" attached hereto, and

WHEREAS, Consultant desires to perform those services as set forth in "Exhibit A", and

WHEREAS, EURA and Consultant desire to enter into this Agreement in furtherance of the public purpose, goals and objectives of EURA and its Board of Commissioners.

NOW THEREFORE, for consideration, the parties agree as follows:

~ AGREEMENT ~

1. **SCOPE OF WORK:** Consultant agrees to perform those services for EURA as identified on "Exhibit A" attached hereto and by this reference incorporated herein.
2. **FEES:** EURA agrees to pay Consultant for services rendered under this Agreement as specified on "Exhibit A" attached hereto and by this reference incorporated herein.
3. **TERM:** This Agreement shall commence as of September 5, 2017 and shall remain in effect until September 30, 2017 or until the scope of work is satisfactorily completed, whichever occurs first.
4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** Consultant is an independent consultant and is not an employee, servant, agent, partner, or joint venture of or with EURA. EURA shall determine the work to be done by Consultant, but Consultant shall determine the legal means by which it accomplishes the work specified by EURA. This Agreement shall not be construed to create any employer-employee relationship between EURA and Consultant. EURA agrees that it will have no right to control or direct the details, manner, or means by which Consultant accomplishes the results of the services performed hereunder. Consultant has no obligation to work any particular hours or days or any particular number of hours or days. Consultant agrees, however, that its other contracts and services shall not interfere with its performance under this Agreement and that Consultant shall meet all deadlines imposed by EURA.
5. **RECORDS, ACCESS AND AUDITS:** Consultant shall maintain complete and accurate records with respect to costs incurred and labor expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by EURA representatives for two (2) years after final payment. Copies shall be made available to EURA upon request.
6. **FEDERAL, STATE AND LOCAL PAYROLL TAXES:** Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by EURA on behalf of

Consultant or the employees of Consultant. Consultant shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Consultant understands that Consultant is responsible to pay, according to law, Consultant's income tax. Consultant further understands that Consultant may be liable for self-employment (Social Security) tax to be paid by Consultant according to law.

7. **LICENSES AND LAW:** Consultant represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses required to perform the services under this Agreement and the scope of services identified in "Exhibit A". Consultant agrees to comply with all applicable Eagle City Code and any amendments thereto, the laws of the State of Idaho, any other applicable ordinances, and codes of Federal, State, and local governments or applicable regulatory agencies in the performance of the services hereunder.

8. **FRINGE BENEFITS:** Because Consultant is engaged in its own independently established business, Consultant is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of EURA, if any.

9. **INSURANCE AND WORKER'S COMPENSATION:** Consultant shall maintain worker's compensation insurance as required and in accordance with Idaho law. Consultant shall have and maintain commercial liability insurance sufficient to cover its activities and at least in the amount of \$1,000,000 per occurrence/\$1,000,000 aggregate.

10. **EQUIPMENT, TOOLS, MATERIALS, and SUPPLIES:** Consultant shall provide, at Consultant's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the services to be provided herein.

11. **PROPRIETARY RIGHTS:** All data, materials, reports, memoranda, and other documents or products developed under this Agreement, whether finished or not, shall become the property of EURA, shall be forwarded to EURA at its request, and may be used by EURA for any business purpose. EURA agrees that if it uses products prepared by Consultant for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold Consultant harmless therefore.

12. **CONFIDENTIALITY:** Consultant agrees to maintain the confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, graphics, and any other documents unless and until EURA signifies its written approval that such work product may be disclosed to third parties.

13. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

14. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Administrator of EURA or his/her designee shall be EURA's representative and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

15. **AMENDMENTS:** This Agreement may be amended only in writing upon mutual agreement of both EURA and Consultant.

16. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto that Consultant shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of EURA.

17. **TERMINATION OF AGREEMENT:** EURA reserves the right to terminate this Agreement at any time, for any reason or no reason, by giving at least fifteen (15) days' notice in writing to Consultant. If this Agreement is terminated by EURA as provided herein, Consultant shall be paid an amount for all work in progress that has been completed as of the date the notice of termination is provided yet not invoiced.

18. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

To EURA:

To Consultant:

Stan Bastian, Chairman
Eagle Urban Renewal Agency
660 East Civic Lane
Eagle, ID 83616

Ashley Squyres
AF Public Solutions, LLC

BOISE, ID _____

19. **DISCRIMINATION PROHIBITED:** In performing the services required herein, Consultant agrees not to discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or handicap. Violation of this section shall constitute a material breach of this Agreement and deemed grounds for cancellation, termination, or suspension of the Agreement by EURA, in whole or in part, and may result in ineligibility for further work for EURA.

20. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless EURA and its officers, agents, consultants, and employees from and against any and all liability, claims, losses, actions, or judgments, including any costs and attorney's fees incurred therein, for damages, losses, or injury to EURA, persons or property for any negligent act, error or omission arising out of or in connection with any performances or activities of Consultant or its employees under this Agreement.

21. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement or breach thereof shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

22. **APPLICABLE LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the state of Idaho with venue for any disputes to occur exclusively in Ada County, Idaho.

23. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

24. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

25. **DISPUTES:** In the event that a dispute arises between EURA and Consultant regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the specific dispute within ten (10) days after such dispute arises. Nothing contained herein shall impair the right of termination set forth in paragraph 17. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Northwestern States or otherwise as the parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within ninety (90) days from when the notice of dispute is provided, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

26. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, EURA and Consultant have executed this Agreement effective as of the date first noted above.

EAGEL URBAN RENEWAL AGENCY

AF PUBLIC SOLUTIONS, LLC

By: _____

By: _____

Stan Bastian - Chairman

Date: _____

Ashley Squyres – Owner/Manager

Date: _____

EXHIBIT A -Scope of Services

August 21, 2017

Mr. Stan Bastian
Eagle Urban Renewal Agency
660 East Civic Lane
Eagle, Idaho 83616

RE: Scope of Work - Creation of a Project Prioritization List for the Eagle URA

Dear Commissioner Bastian and Members of the Board:

AF Public Solutions, LLC [AFPS] appreciates the opportunity to present this proposal to continue to assist the Eagle Urban Renewal Agency [EURA] with its 12 to 18-month project planning efforts.

Based upon the conversation with the Board of Commissioners at the September board meeting, I would propose the following timeline and milestones for this effort:

Task #1: Worksession with the Board [September/October 2017]:

In September or October, depending on the Agency's schedule, schedule one two to four hour Worksession with Board Commissioners.

The Worksession would include the following:

- A review of discussions to-date with the EURA that began in early 2016.
- An refresher overview of the EURA's projects to-date by the Chairman of the Board.
- An overview of the Fiscal Year 2018 EURA budget by the Treasurer of the board and any other funding sources for future projects.
- Continued discussion of the SWOT Analysis for the EURA incorporating new board members thoughts into the document.
- Continued discussion of current issues facing the EURA, brainstorming strategies to address the issues and way to implement strategies into action items.
- Identification of potential community partners.

- Based upon the creation of possible actions, the board will create a list of potential projects. At this time, the list can be all-inclusive as these will be options that will be presented to the public.

Task #1 Amount: \$1,200

Task #2: Survey [October/November 2017] - OPTIONAL:

Upon completion of the worksession, AFPS will work with board leadership to create a survey for the property owners within the URD. The purpose would be to assess the projects that may be important in the public's eyes. It is envisioned that this would be a survey that could be completed on-line through Survey Monkey or some other electronic avenue or by mail.

Task #2 Amount: \$500

Task #3: Public Involvement [January 2018] - OPTIONAL:

An informal open house will be held for the public, likely between the hours of 4-7pm, to allow further input as to what improvement projects the public would like to see within the URD. It is assumed that board members would be present to engage with the public and to answer questions. It is envisioned that this would be held in such a format so as to allow the public to come and go as it fits into their schedules.

AFPS will include the information obtained at the open house and will create a final list of potential projects for consideration at the February 2018 board meeting.

Task #3 Amount: \$1,000

Task #4: Project Prioritization [February 2018*]:

At the regular monthly meeting in February the board will individually prioritize each potential project as: low priority, medium priority or high priority. Each category is weighted points-wise.

Based upon the tallies, AFPS will then create a priority project list, which will be reviewed at a meeting with the board leadership. AFPS will work with board leadership to create recommendations of projects for the remainder of Fiscal Year 2018 and for Fiscal Year 2019 based upon available monies.

These projects will be presented for discussion by the board and the public during the March 2018 board meeting. It is envisioned that the board will adopt the final project list during this meeting.

**Note: If the EURA chooses not to move forward with Tasks #2 and #3, this task could be moved up to the Fall of 2017 or early 2018*

Task #4 Amount: \$1,500

Deliverables:

- A final project list that identifies the following:
 - The project
 - The allocated budget for each project
 - Who is responsible for implementation
 - Identification of any needed partnerships
- Any recommendations for the EURA's consideration in moving forward.

Compensation:

Upon completion of the aforementioned milestones or tasks as outlined above, Consultant shall provide the EURA with an invoice for the appropriate amount and the EURA shall pay Consultant within 30 days of receipt of said invoice.

The EURA will be responsible for any additional incidentals including, but are not limited to the following: on-site meeting expenses; survey and/or public involvement mailings to the property owners; online survey software; and copies of all materials. All expenses which are the responsibility of EURA shall be approved in advance by the EURA.

Other Assumptions:

- The City of Eagle can create and provide all needed maps and other exhibits for the worksession, open house and final reports.
- The City of Eagle can provide all mailing addresses and postage for any survey or meeting notifications.

It is my pleasure to present this Scope of Work for your consideration. If you should have any questions, please do not hesitate to contact me.

Sincerely,

Ashley Squyres
AF Public Solutions, LLC
208.830.7786
ashleybrooke74@gmail.com