

PROFESSIONAL SERVICES AGREEMENT

EAGLE URBAN RENWAL AGENCY PROFESSIONAL SERVICES AGREEMENT (Accounting Services)

This Professional Services Agreement ("Agreement") is made by and between the EAGLE URBAN RENWAL AGENCY, an independent public body corporate and politic, organized and existing under the laws of the State of Idaho and known as the urban renewal agency of the City of Eagle, Idaho ("EURA"), and CliftonLarsonAllen, LLP a Minnesota Limited Liability Partnership registered under and by virtue of the laws of the state of Idaho ("CONSULTANT").

WHEREAS, the EURA issued a Request for Proposal (RFP), received two responses and selected CONSULTANT as the successful proposal; and

WHEREAS, the parties desire to enter into this Agreement to provide professional accounting services for the compensation noted in Exhibit A attached hereto for the agency;

WHEREAS, EURA and Consultant enter into this Agreement in furtherance of the public purpose, goals and objectives of EURA and its Board;

NOW THEREFORE, for mutual and sufficient consideration, the parties agree as follows:

AGREEMENT

1. **SCOPE OF SERVICES:** Consultant agrees to provide professional accounting services as needed by EURA pursuant to the terms and conditions of this Agreement. The services to be performed hereunder are noted in Exhibit A (attached hereto and incorporated by reference herein). The method of compensation is also specified in Exhibit A. The average number of hours of services provided under this Agreement will be eight (8) hours per month as consistent with that noted in the RFP. The RFP and CONSULTANT's response to the RFP are attached hereto as Exhibit B and incorporated herein.

2. **TERM:** The term of this Agreement commences on December 1, 2020 and runs through September 30, 2021. This paragraph in no way limits the termination provisions contained in this Agreement. All invoices shall be paid by EURA within forty-five (45) days of receipt of proper invoice. This Agreement can be renewed upon written agreement of both parties. The parties agree to review the services provided by Consultant at approximately six months following the effect date of this Agreement.

3. **RIGHT OF CONTROL:** 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. EURA agrees to

coordinate project schedules and respective commencements and deadlines with other consultants that are part of any project team.

4. **INDEPENDENT CONSULTANT RELATIONSHIP:** Consultant is an independent consultant and is not an employee, servant, agent, partner, or joint venture of 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. EURA does not direct control or direct the details, manner or means by which Consultant accomplishes the results of the services to be performed hereunder. Consultant has no obligation to work particular hours or days. This Agreement shall not be construed to create any employer-employee relationship between EURA and Consultant.

5. **RECORDS ACCESS AND AUDITS:** Consultant shall maintain complete and accurate records with respect to costs incurred and manpower 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 three (3) 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. Consultant further agrees to comply with all applicable laws, ordinances, and codes of Federal, State, and local governments 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.

9. **WORKER'S COMPENSATION:** Consultant shall maintain in full force and effect worker's compensation and employer's liability insurance for Consultant and any agents, employees, and staff that Consultant may employ, and provide proof to EURA of such coverage or that such worker's compensation insurance is not required under the circumstances.

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

11. **PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, 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 confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents unless and until EURA signifies its written approval that such work product may be published as final work product. EURA reserves the right to distribute the final work product as it sees fit provided that Consultant may use final reports as approved and adopted by the Eagle Urban Renewal Agency Board of Commissioners in the marketing of its firm.

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. **CHANGES:** EURA reserves the right to make changes from time to time in the scope of services to be performed hereunder. Such changes, including any increase or decrease in Consultant's compensation, which are mutually agreed upon by and between EURA and Consultant, shall be incorporated in written amendments to this Agreement.

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

17. **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.

18. **TERMINATION:** Either party may terminate this Agreement for any or no reason upon thirty (30) days written notice to the other party. If this Agreement is terminated as provided herein, Consultant shall be paid for satisfactory work it was directed to perform by EURA and completed up to the date of termination.

19. **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:

Ashley Squyres, Executive Director
Eagle Urban Renewal Agency
P.O. Box 1957
Eagle, ID 83616
Phone: 208-830-7786

To Consultant:

Scott Klitsch, Manager
CliftonLarsonAllen, LLP
800 West Main St., Suite 1200
Boise ID 83702

20. **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.

21. **STANDARD OF SERVICE:** Consultant shall provide for EURA professional Consulting services as needed and as described in this Agreement. These services will be performed in accordance with generally accepted professional practices for accounting professionals in the area

22. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless EURA and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Consultant, Consultant's agents, employees, or representatives under this Agreement.

23. **INSURANCE:** Consultant agrees to obtain and keep in force during its acts under this Agreement comprehensive general and professional liability insurance policies in the minimum amount of \$1,000,000.00 which shall name and protect Consultant, all of Consultant's employees, EURA, its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the Consultant's acts. Consultant shall provide proof of coverage as set forth above to EURA before commencing its performance as herein provided and shall require insurer to notify EURA ten (10) days prior to cancellation of said policy. The limits of insurance coverage shall not be deemed a limitation of the covenants to indemnify, save and hold harmless EURA.

24. **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.

25. **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.

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

27. **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.

28. **EFFECTIVE DATE:** The effective date of this Agreement shall be the day this Agreement is signed by EURA.

29. **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 dispute within ten (10) days after such dispute arises. 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 thirty (30) days after such completion of mediation or other process or structured negotiation, each party shall have the right to pursue any rights or remedies it may have at law or in equity.

30. **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 as of the ____ day of December, 2020.

EGALE URBAN RENEWAL AGENCY

CONSULTANT

By: _____
Printed Name: Janet Buschert

By: _____
Printed Name: Scott Klitsch

Title: EURA Board Chair

Title: Manager

Date: _____

Date: _____

EXHIBIT A

Scope of Services

Accountant shall provide general accounting services to EURA in accordance with regular accounting standards and practices, on regular monthly intervals, which shall include:

1. Reconciliation of all bank accounts of EURA, posting of receipts and disbursements, accounts receivable management and invoicing, accounts payable management including processing of bills received and vendor payments;
2. Generate monthly reports for board meeting review and any other reports as requested by the EURA Administrator which shall include:
 - a. Monthly Income Statement
 - b. Balance sheet
 - c. Account reconciliation
 - d. Report of budget year categories to reflect actual year to date expenditures and remaining budget by line item.
3. Assist Administrator with preparation for and compilation of all data necessary to complete the annual audit, public records requests, and the annual budgeting process. Attend meetings as requested.

Payment of Fees

1. Consultant shall compile monthly work and expense records for all services provided pursuant to this Agreement and shall provide each to the Chairman of EURA by the 15th day of each month (if any work has been performed during that period). Each invoice shall specify charges as they relate to the tasks described the Scope of Work. Each invoice shall also specify current billing and previous payments, with a total of costs incurred and payments made to date for the term of the Agreement in a "Contract Year to Date" format.
2. All invoices shall be paid by EURA within forty five (45) days of receipt of proper invoice.
3. Consultant shall keep accurate records of all time expended performing services pursuant to this Agreement which shall be billed in an amount in accordance with the following billable rate(s):
 - (i) \$70.00 per hour for Bookkeeping Functions
 - (ii) \$100.00 per hour for Controller Function
4. EURA shall not be responsible for the reimbursement of any expenses incurred by consultant in performing its duties pursuant to this Agreement unless specifically noted herein. Any expenses to be reimbursed shall be billed to EURA at actual cost with no mark up.

Exhibit B – EURA RFP and CLA RFP Response