

**PROFESSIONAL SERVICES AGREEMENT
RELATED TO THE IDAHO FALLS REDEVELOPMENT AGENCY**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter “Agreement”) is made by and between the URBAN RENEWAL AGENCY OF THE CITY OF IDAHO FALLS, IDAHO A/K/A IDAHO FALLS REDEVELOPMENT AGENCY, an independent public body corporate and politic, organized and existing under the laws of the state of Idaho as the urban renewal agency of the city of Idaho Falls, Idaho, (hereinafter referred to as “AGENCY”) and PERSPECTIVE PLANNING AND CONSULTING, LLC, whose address is 1742 Avalon Street, Idaho Falls, Idaho 83402 (hereinafter referred to as “CONSULTANT”), who agree as follows:

1. **SCOPE OF SERVICES:** The CONSULTANT will undertake the services on behalf of the AGENCY on an “on-call” basis at the direction of the Chairman of the Board or Executive Director/Administrator of the AGENCY. Such direction will be provided in the form of a written Task Order, which form is set forth in Exhibit A.

2. **COMPENSATION:** As consideration for performing the work described in any Task Order, AGENCY agrees to pay CONSULTANT on an hourly basis, excluding travel time or mileage reimbursement, which rates are detailed on Exhibit B and may increase annually upon agreement by the parties. Reimbursable expenses will be billed to AGENCY for the actual cost of any such expenses, without mark-up, provided such expenses shall be requested in writing prior to incurring those expenses and approved by the Chair or Vice-Chair of the AGENCY.

3. **INVOICE:** CONSULTANT shall maintain time and expense records and provide them to AGENCY each month in a format acceptable to AGENCY for work performed. Each invoice shall specify by Task Order number current billing and previous payments for the calendar year, with a total of costs incurred and payments made to date during the calendar year. Except as stated in the following sentence, CONSULTANT’s invoices shall be paid within thirty (30) days. If the services subject to the invoice do not meet the requirements of this Agreement as AGENCY may determine, AGENCY shall notify CONSULTANT in writing and specify all deficiencies in the work that do not meet the requirements. CONSULTANT shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in AGENCY’s written notice. If AGENCY again determines the work fails to meet the requirements, AGENCY may withhold payment until deficiencies have been corrected to AGENCY’s satisfaction or may terminate this Agreement for cause as set forth in Section 20 of this Agreement.

4. **RIGHT OF CONTROL:** AGENCY 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 his other contracts and services shall not interfere with the performance of his services under this Agreement. AGENCY agrees to coordinate project schedules, respective commencements and deadlines with CONSULTANT.

5. **INDEPENDENT CONSULTANT RELATIONSHIP:** CONSULTANT is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of AGENCY. AGENCY shall determine the work to be done by CONSULTANT, but CONSULTANT shall determine the legal means by which it accomplishes the work specified by

AGENCY. This Agreement shall not be construed to create any employer-employee relationship between AGENCY and CONSULTANT.

6. **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 AGENCY representatives for three (3) years after final payment. Copies shall be made available upon request.

7. **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 AGENCY on behalf of CONSULTANT or the employees or independent contractors of CONSULTANT. CONSULTANT and its employees or independent contractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.

8. **LICENSES AND LAW:** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses (if any) 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.

9. **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 AGENCY.

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:** With the exception of computer models created by CONSULTANT, all other 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 AGENCY, shall be forwarded to AGENCY at its request and may be used by AGENCY as it sees fit. AGENCY 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 AGENCY signifies its written approval that such work product may be published as final work product. AGENCY 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 AGENCY Board of Commissioners in the marketing of its firm.

13. **TERM OF AGREEMENT:** This Agreement shall be effective August 17, 2023, and shall continue through completion of the services described in the approved Task Order(s), unless earlier terminated as described in Section 20 of this Agreement. Unless otherwise agreed to, CONSULTANT will begin to perform the requested services described in each Task Order upon written notice to proceed issued by the Board Chair, and will diligently continue work until the services are completed or until this Agreement terminates as described in Section 20 of this Agreement. AGENCY and CONSULTANT acknowledge that this Agreement may be extended upon mutual agreement of the CONSULTANT and AGENCY, and that CONSULTANT and AGENCY may amend and/or issue new Task Order(s).

14. **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.

15. **GENERAL ADMINISTRATION AND MANAGEMENT:** The Executive Director and/or the Chair of the AGENCY, or their designee, shall be AGENCY'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.

16. **CHANGES TO THE SCOPE OF SERVICES:** AGENCY reserves the right to makes changes from time to time in the scope of the services identified in the Task Order(s) to be performed hereunder.

17. **AMENDMENTS:** This Agreement may be amended only in writing, upon mutual agreement of both AGENCY and CONSULTANT.

18. **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 AGENCY.

19. **SUBCONSULTANTS:** CONSULTANT may propose to AGENCY the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the work. AGENCY shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any work by SUBCONSULTANTS, and such approval shall be in writing. AGENCY shall also determine whether the selection of subconsultants should be made through any required selection process or through a selection process AGENCY deems in its best interest. AGENCY shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by AGENCY in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by AGENCY in writing. AGENCY shall have no liability to said SUBCONSULTANTS and CONSULTANT shall be responsible for work by the SUBCONSULTANTS and payment to said SUBCONSULTANTS.

20. **TERMINATION OF AGREEMENT:**

(a) **FOR CAUSE:** If, through any cause, the CONSULTANT shall fail to fulfill its obligations under this Agreement, or if the CONSULTANT shall violate any of the

covenants, agreements, or stipulations of this Agreement, AGENCY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to AGENCY by virtue of any breach of this Agreement by the CONSULTANT, and AGENCY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due AGENCY from the CONSULTANT is determined. In any case, CONSULTANT's liability by virtue of any breach of this Agreement shall not exceed the contract amount. CONSULTANT shall also provide AGENCY all products or works generated prior to date of termination. All products or work generated, whether complete or not, are the property of AGENCY, as set forth in Section 11 of this Agreement.

(b) **TERMINATION FOR CONVENIENCE:** AGENCY or CONSULTANT may terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to the non-terminating party. If this Agreement is terminated by AGENCY as provided herein, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the termination date. CONSULTANT shall also provide AGENCY all products or works of consulting generated to date of termination.

21. **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, addresses as follows:

To AGENCY:

Lee Radford, Chair
Idaho Falls Redevelopment Agency
P.O. Box 50220
Idaho Falls, ID 83405

To CONSULTANT:

Brad Cramer
Perspective Planning and Consulting, LLC
1742 Avalon Street
Idaho Falls, Idaho 83402

22. **DISCRIMINATION PROHIBITED:** In performing the services required herein, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for termination of the

Agreement by Agency, in whole or in part, and may result in ineligibility for further work for Agency.

23. **WARRANTY:** CONSULTANT warrants that all services will be performed in good faith and in a workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

24. **INDEMNIFICATION:**

(a) CONSULTANT agrees to indemnify, defend and hold harmless AGENCY, 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 CONSULTANT's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by CONSULTANT or CONSULTANT's agents, employees, or representatives. In case any action or proceeding is brought against AGENCY or its officers, agents or employees by reason of or arising out of connection with CONSULTANT's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, CONSULTANT, upon written notice from AGENCY, shall at CONSULTANT's expense, resist or defend such action or proceeding.

(b) AGENCY agrees to indemnify, defend and hold harmless CONSULTANT, 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 AGENCY's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by AGENCY or AGENCY's agents, employees, or representatives. In case any action or proceeding is brought against CONSULTANT or its officers, agents or employees by reason of or arising out of connection with AGENCY's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, AGENCY, upon written notice from CONSULTANT, shall at AGENCY's expense, resist or defend such action or proceeding.

25. **INSURANCE:** CONSULTANT shall maintain Automobile Insurance, Statutory Workmen's Compensation Insurance Coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

26. **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.

27. **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.

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

29. **ATTORNEY FEES:** Should any litigation or arbitration 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 arbitrator or 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.

30. **DISPUTES:** In the event that a dispute arises between AGENCY and the 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 may first endeavor to settle the dispute in an amicable manner by mediation. If the parties elect to mediate their dispute, the parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Idaho Falls, Idaho unless otherwise agreed by the parties in writing. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity. If the parties do not mutually agree to mediate the dispute, either party may pursue any rights or remedies it may have at law.

31. **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.

32. **THIRD PARTY BENEFICIARIES:** AGENCY and CONSULTANT are the only parties to this Agreement. The parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

33. **COORDINATION WITH OTHER CONSULTANTS:** CONSULTANT recognizes that AGENCY has or may enter into agreements with other consultants that provide other services. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other consultants when the need arises.

34. **STANDARD OF CARE:** CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by AGENCY, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONSULTANT shall provide prompt notice to AGENCY if CONSULTANT becomes aware of any errors, omissions or inconsistencies in such information.

35. **CONFLICTS OF INTEREST.** CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services described hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest.

36. **ANTI-BOYCOTT AGAINST ISRAEL ACT.** Pursuant to Idaho Code § 67-2346, if payments under this Agreement exceed one hundred thousand dollars (\$100,000) and

CONSULTANT employs ten (10) or more persons, CONSULTANT certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67-2346 shall have the meaning defined therein.

37. CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED. Pursuant to Idaho Code § 67-2359 CONSULTANT, by entering into this Agreement, hereby certifies it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

IN WITNESS WHEREOF, AGENCY and CONSULTANT have executed this Agreement as of the effective date specified above.

Idaho Falls Redevelopment Agency
“AGENCY”

Perspective Planning and Consulting, LLC
“CONSULTANT”

By: _____
Printed Name: Lee Radford
Title: Chair

By: _____
Printed Name: Brad Cramer
Title: Manager

DATE: _____

DATE: _____

EXHIBIT A
TASK ORDER

Task Order No.: _____

Date: _____

Project Title: _____

Project Description:

Expected Deliverable:

Anticipated Timeline:

Anticipated Cost:

Idaho Falls Redevelopment Agency
"AGENCY"

Perspective Planning and Consulting, LLC
"CONSULTANT"

By: _____

Printed Name: Lee Radford

Title: Chair

By: _____

Printed Name: Brad Cramer

Title: Manager

DATE: _____

DATE: _____

EXHIBIT B

RATES

Brad Cramer

Technical Assistance to Agency/General Planning Consulting Services	\$100.00/hour
Other (Examples Below)	\$130.00/hour
Work Related to Study of Certain Geographic Areas for Eligibility; Preparation of Eligibility Report; Meeting with Property Owners, Developers and Others; Presentations to Agency Board and City Council Regarding Eligibility; and Similar Tasks Related to Eligibility	
Work Related to Preparation of an Economic Feasibility Study; Meeting with Property Owners, Developers and Others; Economic Projections; Identification of Eligible Projects and Costs; Presentations to Agency Board and City Council Regarding Economic Feasibility; Coordination with Agency and Legal Counsel on Preparation of the Urban Renewal Plan	
Work Related to RAA Termination Planning; Identification of Projects; Projections; Termination Implementation	