

3(b)

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2020, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City", and the CTF Global LLC, a company organized under the laws of the State of Delaware, with its principal place of business at 901 15th Street NW Suite 250, Washington, D.C. 20005, hereinafter referred to as "Consultant."

WHEREAS, the City previously retained Consultant to help pursue the City's interests and federal government objectives; and

WHEREAS, the parties wish to renew the agreement for an additional year;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK. Consultant shall make its best effort to assist the City in pursuing its interests and federal government affairs objectives. The nature of these objectives shall be determined by the City with the advice and assistance of Consultant.

2. TERM. The term of this Agreement shall be five (5) years, commencing October 1, 2020, and terminating September 30, 2025. Either party may terminate this Contract upon sixty (60) days notice to the other party as described in paragraph 17 below.

3. PAYMENT. The City agrees to pay Five Thousand Dollars (\$5,000.00) per month to the Consultant for services rendered under this Agreement. Payment shall be made to Consultant monthly, in advance, commencing on or about October 1, 2020, to be followed by a payment on or before the first day of each month for the term of this Contract.

The City also agrees to pay a standard overhead charge covering all other expenses, such as telephone, faxing, and duplicating, in an amount not to exceed four and seven-tenths percent (4.7%) of the above-named amount, which will be added to the monthly invoice.

In addition, a statement of out-of-pocket expenses for travel and other direct charges shall be sent to the City by the Consultant at the end of each month for expenses incurred during the previous month. The statement shall be paid monthly. The parties agree the City shall pay a not-to-exceed amount of two thousand five hundred dollars (\$2,500.00) during the term of the Agreement for these expenses unless otherwise authorized in writing by the City.

All fees to Consultant for services will be due and payable on the dates specified herein. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All reasonable costs of collection incurred by Consultant for fees, which are more than sixty (60) days past due, shall be paid by the City promptly upon demand.

4. NON-APPROPRIATION. Notwithstanding any other provision of this Contract, if the City fails specifically to appropriate sufficient funds to make the required monthly payment in any fiscal year and no such appropriation is legally made within two (2) weeks after demand by Consultant, an event of non-appropriation will have occurred, and the City's obligation to such payment will be deemed terminated for that fiscal year. Nothing in this section or elsewhere in this Contract will be deemed in any way to financially obligate the City beyond its current fiscal year.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. The Consultant is an independent contractor and is not an employee of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes the work specified by the City. Because the Consultant is engaged in its own independently established business, the Consultant is not eligible for, and shall not participate in, any employee health or other fringe benefit plans of the City.

6. STANDARD OF CARE. The Consultant shall exercise the same degree of care, skill and diligence in the performance of the services contracted for hereunder as is ordinarily provided by a professional in this field of work under similar circumstances.

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 the City on behalf of the Consultant or the employees of the Consultant.

8. LICENSES AND LAW. The Consultant represents that it or its employees possess the skill and experience necessary and all licenses required to perform the services under this agreement. The Consultant further agrees to comply with all applicable laws in the performance of the services hereunder.

9. INDEMNIFICATIONS. It is understood that the Consultant cannot undertake to verify all facts supplied to it by the City or all factual matters included in materials prepared or used by the Consultant and approved by the City. The City agrees to indemnify and hold harmless the Consultant from and against any and all losses, claims damages, legal fees, expenses, or liabilities that Consultant may incur based upon information, representations, reports, data, or releases furnished or approved by the City or its specifically authorized representative for use or release by the Consultant.

The Consultant agrees to indemnify and hold harmless the City and its officers and employees from and against any and all losses, claims, damages, legal fees, expenses, actions, or liabilities or injury to persons or property arising out of or in connection with any negligent or willful acts, errors, or omissions, or activities of Consultant, Consultant's agents, employees, or representatives arising from activities as a result of this Agreement. This paragraph shall survive the termination of this Agreement and shall continue to bind both parties.

10. INSURANCE. Without limiting the City's right to indemnification, it is agreed that the Consultant shall secure prior to commencing any activities under this

Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- a. Worker's compensation insurance as required by applicable state or federal statutes.
- b. Comprehensive general liability insurance, including coverage for premises and contractual liability, personal injury liability, broad-form property damage and independent contractor's liability, in an amount of not less than Five Hundred Thousand Dollars (\$500,000.00) per person per occurrence.

11. ASSIGNMENT PROHIBITED. Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

12. 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 or such right or a waiver of any subsequent breach.

13. CHOICE OF LAW. Any dispute under this Agreement shall be decided in accordance with the laws of Idaho.

14. ENTIRE AGREEMENT. This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

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

16. ATTORNEY FEES. Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce the provisions of this Agreement.

17. NOTICES. All notices under this Lease Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY: City of Pocatello
Attn: Mayor's Office
P.O. Box 4169
Pocatello, ID 83205

CONSULTANT: CTF Global LLC
901 15th Street NW, Ste 250
Washington, DC 20005

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

IN WITNESS WHEREOF, the authorized representatives of the parties do hereby execute this Agreement.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH NEWSOM, City Clerk

CTF GLOBAL LLC, a Delaware
limited liability company

LARRY GROSSMAN, Managing Director

