

**AGREEMENT FOR
FINANCIAL AND ACCOUNTING CONSULTATION SERVICES**

THIS AGREEMENT is made as of July 1, 2017, by and between the Eastern Area Workforce Development Board (EAWDB), and Integrity Accounting & Consulting, LLC (“Consultant”).

RECITALS

- A. This Agreement acknowledges that the EAWDB has secured the offer of Consultant to perform the accounting and financial services as described herein.
- B. The EAWDB desires to utilize the services of Consultant as an independent contractor for financial and accounting consultation for the EAWDB for the period ended June 30, 2018.
- C. Consultant represents that it is fully qualified to perform such services by virtue of its experience, training, education and expertise.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant’s Services.

- A. Scope and Level of Services. The nature, scope, and level of the specific services to be performed by Consultant are as set forth in Exhibit A attached hereto.
- B. Time of Performance. The services shall be performed on a timely, regular basis in accordance with the Compensation and Schedule attached hereto as Exhibit B.

2. Term of Agreement.

- A. This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been completed satisfactorily by Consultant unless earlier terminated pursuant to Section 12.

3. Compensation. The EAWDB agrees to compensate Consultant for its services according to the fee schedule set forth in Exhibit B. The EAWDB also agrees to compensate Consultant for its reasonable out-of-pocket expenses to the extent authorized in Exhibit B. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the sum of \$54,000.00 unless specifically approved in advance, in writing, by the EAWDB. Amendments to the fee schedule set forth in Exhibit B may be made on an annual basis upon written consent of both parties.

4. Representatives.

- A. Project Manager. Erick Robinson, CPA, CFE is hereby designated as the representative of Consultant authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for the EAWDB to enter into this Agreement.

Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The Project Manager may not be changed by Consultant without the express written approval of the EAWDB.

- B. **Contract Administrator.** The Contract Administrator and the EAWDB's representative shall be Tiffany Roth, or in her absence, an individual designated in writing by the Chairperson of the EAWDB. If no Contract Administrator is so designated, the Chairperson shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions, which must be made by the EAWDB to the Contract Administrator. Unless otherwise specified herein, any approval of the EAWDB required hereunder shall mean the approval of the Contract Administrator.

5. Standard of Performance. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the EAWDB. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

6. Status as Independent Contractor. Consultant is, and shall at all times remain as to the EAWDB, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the EAWDB or otherwise act on behalf of the EAWDB as an agent. Neither the EAWDB nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the EAWDB. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the EAWDB harmless from any and all taxes, assessments, penalties, and interest asserted against the EAWDB by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold the EAWDB harmless from any failure of Consultant to comply with applicable worker's compensation laws. The EAWDB shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to the EAWDB from Consultant as a result of Consultant's failure to promptly pay to the EAWDB any reimbursement or indemnification arising under this Section.

7. Confidentiality. Consultant, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of the EAWDB. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the EAWDB. The EAWDB shall grant such authorization if disclosure is required by law. Upon request, all the EAWDB data shall be returned to the EAWDB upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder.

Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" in any decision made by the EAWDB on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the EAWDB.

9. Indemnification.

- A. Consultant shall defend, hold harmless and indemnify the EAWDB, its Board members, officers, employees, and agents from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents. Liability of the Consultant under this hold harmless and indemnification provision shall be limited to the coverage limits of insurance required by Section 10

- B. The EAWDB does not, and shall not, waive any rights that they may possess against Consultant because of the acceptance by the EAWDB, or the deposit with the EAWDB, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

10. Insurance.

- A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Consultant, its employees, agents, representatives, or subcontractors.

11. Cooperation. In the event any claim or action is brought against the EAWDB relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation, which the EAWDB might require.

12. Termination. The EAWDB shall have the right to terminate the services of Consultant at any time or for any reason upon 30 calendar days written notice to Consultant. In the event this Agreement is terminated by the EAWDB, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect, and Consultant shall have no other claim against the EAWDB by reason of such termination, including, but not limited to, any claim for compensation.

13. Suspension. The EAWDB may, in writing, order Consultant to suspend all or any part of the Consultant's services under this Agreement for the convenience of the EAWDB or for work stoppages beyond the control of the EAWDB or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the work does not void this Agreement. In the event that work is suspended

for a period exceeding 120 days, the schedule and cost for completion of the work will be adjusted by mutual consent of the parties.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

EAWDB:

Eastern Area Workforce Development Board
725 6th St. NW, Box 8
Albuquerque, NM 87102
Attention: Tiffany Roth, Operations Manager
Phone: 505-343-7612
Fax: 505-343-7625

Consultant:

Integrity Accounting & Consulting, LLC
PO Box 27194
Albuquerque, NM 87125
Attention: Erick Robinson, Partner
Phone: 505-688-3124
Fax: 505-672-7766

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability or sexual orientation.

16. Assignability; Subcontracting. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of the EAWDB, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the EAWDB of any payment to Consultant constitute or be construed as a waiver by the EAWDB of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the EAWDB shall in no way impair or prejudice any right or remedy available to the EAWDB with regard to such breach or default.

19. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be the County of Bernalillo and the State of New Mexico.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the EWADB and Consultant. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

"EAWDB"

Signed: _____ Date: _____

Printed Name: _____

Title: Operations Manager, Eastern Area Workforce Development Board

Address: 725 6th St. NW, Box 8, Albuquerque, NM 87102

Phone: (505) 343-7612

"Consultant"

Signed: _____ Date: _____

Printed Name: _____

Title Partner, Integrity Accounting & Consulting, LLC

Address: PO Box 27194, Albuquerque, NM 87125

Phone: (505) 688-3124

Exhibit A

Scope of Services

Consultant shall act in an advisory role to the Director for purposes of financial policy and procedures. The Consultant will provide services as requested by the Executive Director including, but not limited to, the following:

Consultant shall:

- Provide oversight on accounting records
- Interface with the EAWDB's independent auditors and prepare information requested by the auditors
- Conduct all Accounts Receivable, Accounts Payable, Budget, and Reporting financial functions of the EAWDB including activities both program and administrative as related to the WIOA grant and other transactional accounting functions, as necessary.
- Advise staff of relevant FASB/GASB standards, accurate accounting practices, and applicable IRS regulations
- Assist with MIP software applications, as necessary
- Conduct year-end close of financial statements, including accruals as required
- Advise management regarding internal controls
- Attend Board of Directors meetings as requested
- Other special projects

Exhibit B

Compensation and Schedule

Fees will be paid at the rate of \$75 per hour for Project Manager professional services. Fees will be paid at a flat rate of \$1,500.00 per month for accounting support/transaction activities. Reasonable out-of-pocket and travel expenses will be reimbursed. Bills shall be submitted monthly. Maximum compensation and reimbursed costs under this Agreement shall not exceed \$54,000.00.

The term of this agreement is July 1, 2017 through June 30, 2018.