

CONSULTING AGREEMENT

This Agreement is made effective as of February 1, 2017, by and between City of San Luis, of 1090 Union Street, San Luis, Arizona 85349, and Albert Holler & Associates, of 18521 E. Queen Creek Road #105-425, Queen Creek, Arizona 85142.

In this Agreement, the party who is contracting to receive services shall be referred to as "City", and the party who will be providing the services shall be referred to as "Consultant".

Consultant has a background in sales tax auditing and is willing to provide services to City based on this background.

City desires to have services provided by Consultant.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES. Beginning on February 1, 2017, Consultant will provide the following services (collectively, the "Services"): Select and complete sales, use, and franchise fee audits. Provide taxpayer assistance as requested and provide monthly reports on the results.

2. PERFORMANCE OF SERVICES. The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. City will rely on Consultant to work as many hours as may be reasonably necessary to fulfill consultant's obligations under this Agreement.

3. PAYMENT. City will pay a fee to Consultant for the Services in the amount of \$2,000.00 per month. This fee shall be payable monthly, no later than the fifteenth day of the month following the period during which the Services were performed.

4. EXPENSE REIMBURSEMENT. Consultant shall not be entitled to reimbursement from City for "out-of-pocket" expenses.

5. SUPPORT SERVICES. City will provide the following support services for the benefit of Consultant: Building permits and related business information required for audit research.

6. TERM/TERMINATION. This agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement shall terminate automatically on January 31, 2020.

7. RELATIONSHIP OF PARTIES. It is understood by the parties that Consultant is an independent contractor with respect to City, and not an employee of City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

8. INJURIES. Consultant acknowledges consultant's obligation to obtain appropriate insurance coverage for the benefit of Consultant (and consultant's employees, if any). Consultant waives any rights to recovery from City for any injuries that Consultant (and/or consultant's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Consultant or consultant's employees.

9. ASSIGNMENT. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

10. CONFIDENTIALITY. City recognizes that Consultant has and will have the following information:

- sales tax information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of City of San Luis and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of City. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

11. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

12. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in consultant's possession or under consultant's control and that are City's property or relate to City's business.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for City:

City of San Luis
Katie St. Louis, Finance Director
PO Box 7740
San Luis, Arizona 85349

IF for Consultant:

Albert Holler & Associates
Albert Holler, Owner
18521 E. Queen Creek Road #105-425
Queen Creek, Arizona 85142

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

14. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

15. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

16. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona.

Party providing services:
Albert Holler & Associates

Party receiving services:
City of San Luis

Albert Holler, Owner

Tadeo A. De La Hoya, City Manager

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney