

Proposal for Outsourced Accounting Services for
City of Princeton

705 N 2nd Street
Princeton, Minnesota 55371

Proposed By:

Jean D. McGann, CPA
Partner | *Abdo*
President | *Abdo Financial Solutions*
jean.mcgann@abdofs.com
Direct Line 952.715.3059

Michele McPherson, City Administrator

City of Princeton

705 N 2nd Street

Princeton, Minnesota 55371

July 27, 2022

Dear Michele,

Thank you for the opportunity to submit this proposal to the City of Princeton, Minnesota (the City) for accounting services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions (Abdo FS) would provide the City with excellent accounting services.

We believe our solution will continue to result in the City receiving high level information and provide continual improvement of processes. Our proposal is based on the needs of the City as stated in your email dated July 5, 2022 and the experiences we have had working with other cities. The proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from August 1, 2022 through December 31, 2022.

An Abdo FS representative will perform services remotely and will be in the City offices as necessary to perform responsibilities as noted on the Scope of Services page.

Investment by the City for services is indicated on the Value pages. This quote is valid for thirty (30) days.

The Firm is independent of the City of Princeton as defined by auditing standards generally accepted in the United States of America.

Abdo FS understands the City of Princeton will rely on a retained independent registered municipal advisor (IRMA) to advise in the evaluation of information and recommendations relating to the issuance of municipal securities and/or municipal financial products. The engaged IRMA is the recognized municipal advisor (MA) for the City of Princeton.

Abdo FS would like to thank the City for the opportunity to propose on these services. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions



Jean D. McGann, CPA

Partner | Abdo

President | Abdo Financial Solutions

Contents

| | |
|----|-------------------------------|
| 04 | Your Abdo Team |
| 08 | Government Experience |
| 10 | Outsourced Finance Director |
| 11 | Technology |
| 12 | Value & Scope of Services |
| 13 | What Our Clients Say |
| 14 | Why Partner with Abdo |
| 15 | Diversity, Equity & Inclusion |
| 17 | Value Added Services |

Appendix A – Agreement for Financial Services

Appendix B – Agreement for the Provision of Professional Services



Your Abdo Team

In assembling our team to serve the City of Princeton, we have assigned experienced individuals who know and understand your unique financial accounting needs. Our proposed delivery team has substantial experience working with cities similar to City of Princeton. Our team members and their respective experience are briefly profiled below. Full biographies for the team are located on the following pages.



Jean McGann, CPA

President and Partner

jean.mcgann@abdofs.com
Direct Line 952.715.3059



Julie McMackins

Manager

julie.mcmackins@abdofs.com
Direct Line 952.715.3062



Maari Berg

Manager

maari.berg@abdofs.com
Direct Line 952.715.3017

TEAM MEMBER BIO:



Jean McGann

CPA

President and Partner
Municipal Advisor Representative (Series 50)
jean.mcgann@abdofs.com
Direct Line 952.715.3059

Since coming on board in 2013, Jean has devoted her practice to supporting clients with one-of-a-kind solutions that mitigate costs and boost efficiency. Jean's ability to drive success within organizations stems from over 20 years of government finance and audit experience, along with six years of experience as an operations leader for a Big Four accounting firm. She is known for her strengths in the identification and implementation of cost containment processes, policy development, internal control evaluation, and project management.

EDUCATION

- Bachelor of Arts, Buena Vista University – Storm Lake, Iowa
- Continuing professional education as required by the AICPA and Government Accountability Office

PROFESSIONAL MEMBERSHIPS

- Minnesota Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Government Finance Officers Association of the United States and Canada
- Minnesota Government Finance Officers Association
- Minnesota Clerks & Finance Officers Association

AFFILIATIONS

- Finance and audit committee member for Project for Pride in Living

QUALIFICATIONS

- 24 years of experience in finance and auditing
- Over 8 years of experience in operations management
- Highly skilled in strategic planning and financial forecasting
- Experience in identifying and implementing cost containment processes, efficiencies, and streamlining processes
- Policy development, internal control evaluation and project management experience

TEAM MEMBER BIO:



Julie McMackins

Manager
julie.mcmackins@abdofs.com
Direct Line 952.715.3062

Julie joined the Firm in 2021 as a Manager in the Financial Solutions department. Prior to joining AEM FS, she spent nine years working for the City of Plymouth in Accounting roles, including Accountant, Supervising Accountant and Interim Finance Manager. In these roles, Julie was involved in a wide variety of finance responsibilities. Julie also has four years of experience in accounting and auditing roles.

EDUCATION

- Bachelor of Science in Accounting, Winona State University
Dean's List
Member of National Society of Collegiate Scholars
- Certified Public Accountant (Inactive)
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Minnesota Government Finance Officers Association
- National Government Finance Officers Association

QUALIFICATIONS

- 11 years of experience working with Minnesota municipalities and two years experience in the private sector
- Experience in a variety of roles within local government, including, but not limited to: preparation of 10-year financial plan, monitoring cash and investment balances, preparation of biennial budget, preparation of City's annual financial report, led capital improvement plan processes, preparation of utility rate studies and cash flow analyses, preparation and submission of financial information for external reporting agencies,
- Experience in supervising and leading staff in the finance division in performing accounts payable, billing, cash receipts, payroll and general ledger accounting
- Experience in implementation of financial software, billing and payment options for utility billing, as well as acted as a liaison between staff and the Information Technology division

TEAM MEMBER BIO:



Maari Berg

Manager
maari.berg@abdofs.com
Direct Line 952.715.3017

Maari joined the Firm in 2021 as a Manager in the Financial Solutions department. Prior to joining AEM FS, she spent nine years working for the City of Plymouth in Consulting and Accounting Supervisor roles. In these roles, Maari was involved in most facets of the day-to-day operations of governmental finance and had a strong focus on process improvements. Maari's experience also includes over two years as a governmental auditor and five years in private industry.

EDUCATION

- Bachelor of Arts in Accounting, Concordia College - Moorhead
- Certified Public Accountant (Inactive)
- Continuing professional education

QUALIFICATIONS

- Over ten years experience working with local governments and five years experience in the private sector
- Experience in a variety of roles within local government, including, but not limited to: monthly and annual reporting, audit preparation, budget development, transit reporting, training and supervising staff, utility billing, payroll, and grant accounting and reporting
- Project management experience in leading a budget and capital improvement plan software implementation
- Experience in analyzing processes and providing recommendations to increase the efficiency, accuracy, and transparency
- Experience in policy and procedures development
- Proficient in Tyler Technologies New World Systems and Qwestica Budget software systems

Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in governmental consulting and auditing.

Out of our 180-strong, talented staff, over 40 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving our governmental clients, we have become experts in the nuances of how to best support your City.

Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your City and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your City mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving local governments. We spend more than 100 hours training and onboarding to ensure success for our clients.

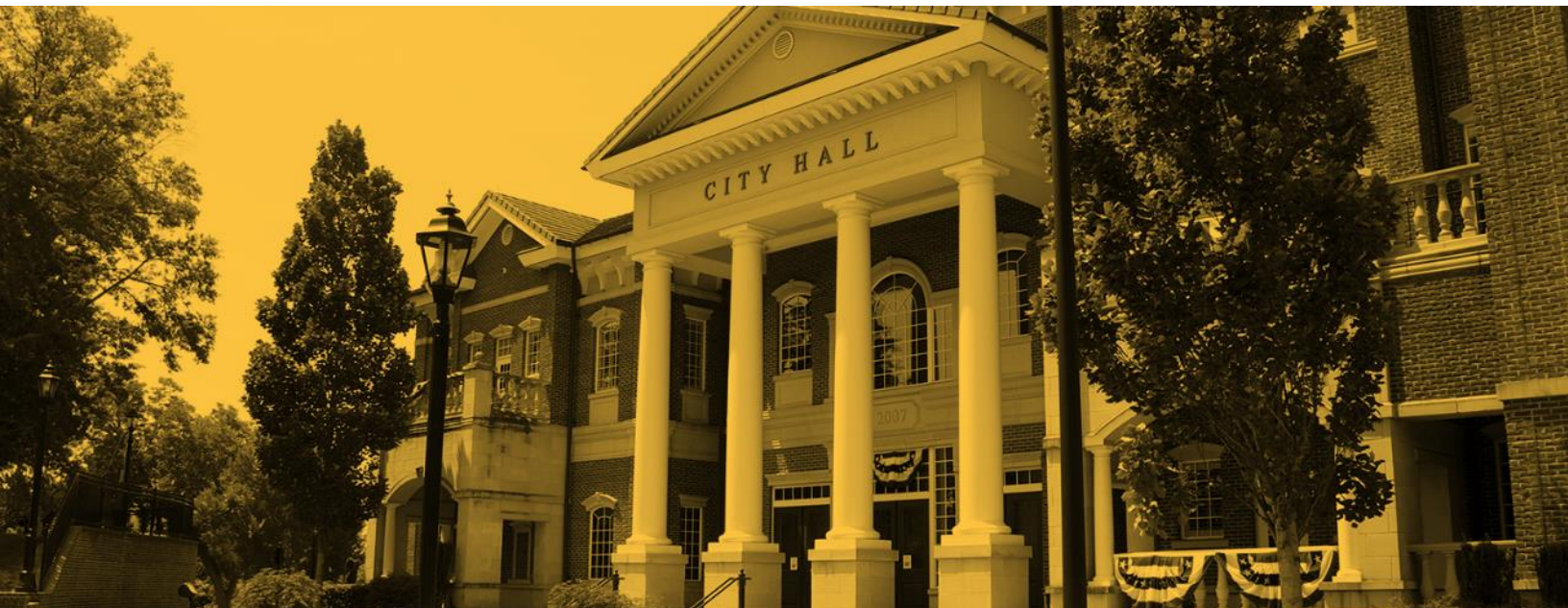
When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- MSRB Municipal Advisor Qualified Representatives (Series 50 and Series 54)
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/Grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Outsourced Accounting Services

Building relationships to become a valuable extension of your organization is what our Financial Solutions team will be ardently focused on when we work with you. When you employ our team, you gain a fresh perspective on a broad range of topics – you'll have one point of contact but a whole team of people bringing you value. With that said, we've had the opportunity to partner with over 100 clients in the Midwest. Among the support we provide, Outsourced Finance Director Services are a primary focus of our team. We offer this service for a broad range of cities with populations ranging from 800 - 50,000 in size.

Providing outsourced accounting services requires a broad ranges of skills and experience. We bring a unique set of skills and experience as former government auditors, finance directors and controllers. Through this lens, we implement processes and procedures to improve your organization's daily operations. Our experience translates to insights that streamline the audit and budget process and internal controls, consequently reducing audit findings and improving efficiencies. Ultimately, this will save your City time and money.

PROCESS

When you select our team, our process is made simple – for you and for your employees. First, we meet with your City administration to understand the challenges you face. We then analyze your financial statements, review budgets, and connect with your auditors to understand your financial position from their perspective. This gives us a holistic view to formulate a plan and propose how we can best support you.

Once our proposal is accepted, we'll work with key stakeholders to understand cash flow, investments, and begin fulfilling proposal initiatives. Together, we'll identify priorities and begin implementation.

QUALIFICATIONS

Our people make the difference – we have three members on our team who have passed the Series 50 exam. These registered municipal advisors will manage your bonds, investments, and strategic planning initiatives. Out of 18 members in our Financial Solutions group, 60% of their work is focused on outsourced Finance Director services.

The majority of our team members have worked in government organizations and public accounting, bringing you a fresh perspective backed by relevant experience. We're confident that Abdo FS has the right expertise, team support, and recommendations to help your City grow. We look forward to supporting you and your team.

Technology

We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our financial accounting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your City may use, our team will continue to work through normal procedures, including regular meetings with you during the engagement to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your City's data. We operate on a remote distributed infrastructure leveraging Microsoft's Cloud Platform Azure. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in secure data centers that reside exclusively in the U.S. and not on laptops or local servers which could be stolen or misplaced. We also continually provide security awareness training to our staff members to ensure they are good digital stewards of your data.

IT ALSO MEANS:

- All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.
- All data is saved on redundant servers and data centers so if one server fails, another immediately takes over with no data lost.
- All data is backed up continually which means we always have an extra copy for safe-keeping.
- All incoming emails, attachments, and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our cloud platform, Azure, is globally trusted by companies and governments and has numerous security compliance standard they adhere to. Reports of these can be provided as requested.



Value & Scope of Services

Fees are also based on the assumption and limitations outlined in the Scope of Services that follows. Below are the fees for our services.

| Description | Monthly Fee* |
|------------------------------------|--------------|
| August 1, 2022 – December 31, 2022 | \$2,040 |

*Monthly Fee – fee reflects up to 8 hours per month. Hours beyond 8 per month will be invoiced at a bill rate of \$265 per hour.

Mileage is charged at the standard IRS rate and travel is invoiced at ½ the hourly rate

Initial invoice will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract.

This quote is valid for thirty (30) days.

| Abdo FS Contract Task |
|---|
| Provide assistance in calculating the preliminary levy increase |
| Respond to questions with monthly reconciliations and journal entries |
| Provide assistance with annual levy certification forms |
| Prepare wages and benefits information for annual budget |
| Provide assistance as requested by City Administrator |
| |
| Client Responsibilities |
| Devote uninterrupted time to working with us as needed |
| Make candid representations about your plans and expectations |
| Approve, enter and commit all journal entries to financial system |
| Provide invoices for identified assets that need to be capitalized |
| Provide backup documentation for taxes and special assessments |
| Make all management decisions and perform all management functions |
| Provide an individual responsible to accept our work |

What Our Clients Say

CLIENT REFERENCES

One of the things we enjoy most about our work is developing long-term relationships with our clients and watching their organization thrive as we help them to evolve and grow. Our clients listed below serve as a Princeton of references of those for which we have conducted accounting services. Additional references are available upon request.

CITY OF CRYSTAL

Anne Norris
City Manager
P 763.531.1140

CITY OF LE SUEUR

Joe Roby
City Administrator
P 507.593.8315

CITY OF WYOMING

Robb Linwood
City Administrator
P 651.462.0575



Why Partner with Abdo

LIGHTING THE PATH FORWARD

In a world of ever-changing complexity, people need caring, empathetic and highly skilled professionals they can depend on to provide the right advice and solutions for them. Our clients seek growth and success, but also want security and confidence. For nearly 60 years, Abdo has provided insights for our clients to help them achieve their goals.


That same innovative spirit is also what has earned us the title of being one of the top accounting firms in the Midwest. Abdo is a better firm today because of the efforts we made to support a culture driven by our core values of growth, relationships, and teamwork.

With this foundation in place, we have successfully helped our clients identify and break through their own growth barriers. Every challenge they face is an opportunity for us to listen, understand and empower them with solutions and a plan to achieve their goals. It's fulfilling to serve as the catalyst that helps them overcome obstacles that block their progress.

When it comes to our working relationships, we are partners. We're confidants. We're the catalyst that sparks true business growth, providing guidance through every challenge and opportunity along the way.

ABOUT ABDO

Abdo is a full-service accounting and consulting firm that delivers customized strategies and innovative solutions to help businesses, governments and nonprofits succeed. With more than 180 professionals and nearly six decades of experience, Abdo is ranked as one of the top accounting firms in the Midwest. It is a licensed CPA firm with offices located in Minneapolis and Mankato, Minnesota. Abdo's commitment to its clients is to gain in-depth knowledge of their unique challenges, opportunities, and needs. Through this consultative approach, Abdo partners with organization leaders to light the path forward to confidently reach their goals.



"Listening to our clients' needs, understanding their challenges, and adjusting how we work together is key to our partnership with the people we serve."

— Steve McDonald, CPA | Managing Partner



Abdo

Diversity, Equity & Inclusion

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together. Through our annual Affirmative Action reporting, we identify areas where improvement is needed and take steps to address these areas.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. In 2021, our Diversity, Equity, and Inclusion Committee looks forward to implementing a full scope of ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We have increased our number of women at the highest leadership level in recent years, with the last four additions to our partner group being female. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education and have required all employees to attend a series of monthly sessions provided by the Greater Mankato Diversity Council. A video training resource on the topic of empathy is also being developed for further employee education and awareness. Additional DEI initiatives are listed on the following page. Please let us know if you have any questions or concerns regarding our DEI activity or have additional ideas on how we can improve diversity, equity, and inclusion at Abdo.



57%

of our Employees
are Female

(industry average: 47%)



43%

of our Management Level
Employees are Female

(industry average: 23%)



26%

of our 2022 Interns
were people of color

[Source: AICPA 2019 Trends Report]



In 2020, the firm applied to be a co-sponsor for the **AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship**, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA as co-sponsors of the program. Earlier this year, we found out that we were one of 10 firms in the nation to be selected as a co-sponsor for 2022. As a co-sponsor, we will host an ethnic minority accounting student to work alongside our CPAs and advisors during the 2022 internship season.



We are committed to the continued support and advancement of women in our firm and in our communities and one of the ways we do this is through partnership with YWCA Mankato, an organization that is continually empowering women in our communities to enhance their individual strengths and build leadership skills. In 2020, we were proud to be a sponsor of the **Elizabeth Kearney Women's Leadership Program** and we continue to be an annual attendee of the Women's Leadership Conference – which was held virtually last year with great success!



For years, Minnesota State University, Mankato has been the primary university we recruit from for our summer program participants and interns. Recently, we met with the leaders of the newly formed **National Association of Black Accountants chapter at Minnesota State University, Mankato** and elected to be a sponsor for the 2021-2022 academic year. We believe this partnership is a starting point towards increasing the diversity of our future summer program participants and interns.



In 2021, we celebrated International Women's Day with the Edina Chamber of Commerce as the sponsor of the Healing & Moving Forward Together webinar - part of their **Women Inspiring Leadership & Learning (W.I.L.L.)** series. Attendees heard from Jasmine Stringer - speaker, lifestyle expert, and author - as she guided us through how to communicate, be a better ally, and become connected, informed and engaged in support of our colleagues of color within the workplace and the community.



Value Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the services that we believe could be of great value to your City. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

TECHNOLOGY & DATA SOLUTIONS

Empowering you with advanced data analytics & insights. Data is one of your City's most powerful assets. Using it to your advantage, however, can be a challenge. Our Technology and Data Solutions are designed to give you the information you need—how, when, and where you need it. Our consultants leverage a powerful mix of technology and tools to support you with the data analytics and insights you need. From creating user-friendly dashboards and reports to managing software implementations, we deliver solutions that work for you.

We help organizations with:

- Strategic data analytics
- Software solutions: evaluation, selection & implementation
- Financial reporting solutions
- Automation solutions

HR & PAYROLL SERVICES

We help employers better support their most valuable resource... their people. Having clear and consistent HR practices that best suit the individuality of your bank is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help organizations with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

FINANCIAL REPORTING STANDARDS CHANGES

We live in a world of constantly changing rules and standards when it comes to accounting and financial statement reporting. From one-on-one consulting to training for your entire financial team, we can help.

- Training on upcoming and current changes
- Liquidity footnote analysis
- Lease contract analysis
- Revenue recognition standards

UNIFORM GUIDANCE CONSULTING

Is your City in compliance with Uniform Guidance? Aligning the requirements of your City's grant agreement with Uniform Guidance regulations can be a challenge. We can help determine which regulations apply to your organization and how to best apply them. Our team will review your grants and provide valuable implementation guidance to ensure compliance.

A few key areas to consider:

- Cost allocation plans
- Procurement plans
- Indirect cost rates
- Allowable expenditures

THIRD PARTY AUDIT PREP & RESPONSE

Need help getting ready for your audit? We can help. We are experienced in helping organizations get ready for their audit, whether a financial statement audit, IRS audit, or other regulatory audit.

PROCESS SOLUTIONS

"Because we've always done it way" is an easy trap to fall into. But this outdated processes or systems rarely get results. Instead, they often lead to redundancies, unreliable outcomes, and frustrated staff. An ineffective process can become your Achilles heel in a crisis. Our customized process improvement solutions will meet you where you are – and guide you to a better tomorrow.

Our Process Solutions Services Include:

- Process Mapping Documentation – *How do transactions and data flow through your organization?*
- Abdo ProEval – *Removing waste in your processes allows your team members to focus on what they were hired to do—and to spend more time on value-added initiatives.*
- Abdo ProEval - Kaizen – *Does the project seem too large, or the change too overwhelming? The Kaizen approach is a pared-down version of our ProEval service. Instead of a full operational review, we'll focus on one aspect of your operations.*
- Software Inventory & Assessment – *Including recommendations for increasing efficiency and, if possible, reducing software-related costs.*

Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on July 27, 2022 by and between the City of Princeton, Minnesota (hereinafter referred to as the "City"), and Abdo Financial Solutions (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the City is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the City for the performance of any services or to obligate the City. The Contractor is not an agent, servant, or employee of the City and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the City during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the City at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide City with proof of liability insurance coverage under this Agreement in writing upon request by the City.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until December 31, 2022 unless earlier terminated as provided in Sections 2 and 3.

Section 2 City's Termination Rights: City may terminate this Agreement upon sixty (60) days written notice in the event the City determines in its sole discretion that it is not in the City's best interest to continue using Contractor's services. The City may terminate on ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to City in the event City does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by City. In the event of non-payment within thirty (30) days, Contractor shall give City an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the City's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of this Agreement, the City may provide written notice of intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on December 31, 2022.

ARTICLE V

GENERAL

Section 1 Authorized City Agent: The City's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the City, and any such data and materials shall be remitted to the City by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the City. The City shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The City agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the City's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the City, as requested by the City.

ARTICLE V – CONTINUED

GENERAL - CONTINUED

Section 5 Entire Agreement: This Agreement is the entire agreement between the City and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the City with timely and accurate financial recommendations and information that allows City Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 City Employment of Contractor's Employees; Should the City desire to employ the Contractor's employee that is assigned to the City during the term of this Agreement, it must have the written consent of the Contractor to enter into a City employee contract with the Contractor's employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 150% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this agreement.

ARTICLE V – CONTINUED

GENERAL - CONTINUED

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated in Table 1 and under the attached scope of services. Additional fees will not be incurred without prior approval of the City.

Table 1

| Description | Monthly Fee* |
|------------------------------------|--------------|
| August 1, 2022 – December 31, 2022 | \$2,040 |

*Monthly Fee – fee reflects up to 8 hours per month. Hours beyond 8 per month will be invoiced at a bill rate of \$265 per hour.

Mileage is charged at the standard IRS rate and travel is invoiced at ½ the hourly rate

Initial invoice will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract.

This quote is valid for thirty (30) days.

Section 10 Additional Services: Should the City request additional services in addition to the Contracted Services, the Contractor will provide the City with proposed fees for the services to be provided. The City shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Appendix B

**AGREEMENT FOR THE PROVISION OF
PROFESSIONAL SERVICES**

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Princeton
705 N 2nd Street
Princeton, Minnesota 55371

Name _____

Title _____

Name _____

Title _____

Date _____

Abdo Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Jean D. McDann

Title President and Partner

Date July 27, 2022