

Project: Moscow Urban Renewal Agency Commercial Real Estate Services

Proposer: Palouse Commercial LLC, DBA as Palouse Commercial Real Estate

Owner: **Moscow Urban Renewal Agency**, Moscow Idaho.

**THIS AGREEMENT**, made this 14th day of June, 2017, by and between the Moscow Urban Renewal Agency, hereinafter referred to as "Owner", and Proposer Palouse Commercial LLC, hereinafter referred to as "Consultant", a limited liability corporation organized under the laws of the State of Idaho.

1. Scope of Services: Consultant shall perform all services, and comply in all respects, as described herein for the consideration stipulated, and in compliance with State and City Codes. Contract documents consist of the following together with any amendments that may be agreed to in writing by both parties:

Contract Agreement	Liability Insurance
Contractor Proposal	Worker's Compensation
Specifications	Professional Liability Insurance (Errors and Omissions)
Acknowledgement	Task Order Form "Exhibit 1"

2. Indemnification and Insurance: Consultant shall indemnify and save and hold harmless Owner from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by Consultant, its servants, agents, employees, guests and business invitees, and not caused by or arising out of the tortious conduct of Owner or its employees. In addition, Consultant specifically agrees it will maintain, throughout the term of this Agreement, liability insurance in which Owner shall be named as additional insured in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless Owner; and if Owner becomes liable for an amount in excess of the insurance limits herein provided, Consultant covenants and agrees to indemnify and save and hold harmless Owner from and for all such losses, claims, actions, or judgements for damages or liability to persons or property.

Consultant shall provide Owner with a Certificate of Insurance or other proof of insurance evidencing Consultant's compliance with the requirements of this paragraph. In the event the insurance minimums are changed, Consultant shall immediately submit proof of compliance with the changed limits. Additionally, Consultant shall have and maintain during the life of this contract statutory Work's Compensation, regardless of the number of employees or lack thereof to be engaged in work on the project under this agreement (including him/herself), in the statutory limits as required by law. In case any such work is sublet, the Consultant shall require the Subconsultant to provide Worker's Compensation insurance for him/herself and any/all the latter's employees. It is mutually agreed and understood by the parties that the Consultant and the Consultant's employees, agents, , guests and business invitees, are acting as independent Consultants and are in no way employees of Owner.

3. Errors and Omissions: Consultant will maintain Professional Liability Insurance with a minimum limit as specified in the Idaho Tort Claims Act as set forth in Title 6, Chapter 9 of Idaho Code (\$500,000). Proof of all insurance shall be submitted to the Moscow Urban Renewal Agency, Executive Director, 221 E Second St, Moscow, ID 83843.

4. Independent Consultant: In all matters pertaining to this Agreement, Consultant shall be acting as an independent Consultant, and neither Consultant nor any officer, employee or agent of Consultant will be deemed an employee of Owner. The selection and designation of the personnel of the Owner in performance of this Agreement shall be made by Owner.
5. Compensation: For performing the services specified in Section 1 herein, Owner agrees to reimburse Consultant as described herein. Payment will not include any subcontract or other personal services pay except as may be agreed in writing in advance by the parties. Change Orders may be issued subject to Owner approval.
  - A. Base Services for Sales, Acquisitions and Leasing (detailed below): Six Percent Commission (6%) to be split evenly with selling Agent/Broker (capped at five (5) years for leasing services).
    1. Professional real estate listing, marketing, representation and sales services including advertising and listing the agency properties upon the MLS and Idaho Gem State Prospector.
    2. Installation and maintenance of marketing signage at the properties for sale/lease.
    3. Creation and distribution of marketing flyers
    4. Promotion of the properties in local and regional marketing publications.
    5. Quarterly marketing status reports for each property being marketed, including number of inquiries, leads and other activity associated with the properties.
    6. Coordinate with Moscow Urban Renewal Agency staff.
    7. Conduct other work related to commercial real estate disposition and/or leasing as it may occur.
  - B. Optional Professional Consulting and Marketing Services including additional marketing activities or other professional consulting services to be specified and compensated under an individual task order basis at an hourly rate of one hundred thirty dollars (\$130.00) per hour.
6. Method of Payment: Consultant will invoice Owner directly for all current amounts earned under this Agreement. Owner will pay all invoices within thirty (30) days after receipt.
7. Notices: Any and all notices required to be given by either party hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed via United States mail, certified, return receipt requested, addressed as follows:

Owner:

Moscow Urban Renewal Agency  
Bill Belknap, Executive Director  
221 E Second St  
Moscow, ID 83843

Consultant:

Palouse Commercial LLC  
Attn: Shelley Bennett, Owner Broker  
213 S. Main Street  
Moscow, ID 83843

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

8. Attorney Fees: Should any litigation 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 court costs and reasonable attorney's fees as determined by a 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.

9. Time is of the Essence: The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that failure to timely perform any of the obligations hereunder shall constitute a breach of and default under this Agreement by the party so failing to perform.
10. Force Majeure: Any delays in or failure to perform by Consultant shall not constitute a breach or default hereunder if and to the extent such delays or failures of performance are caused by occurrences beyond the reasonable control of Consultant, including but not limited to: acts of God or the public enemy; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; riots, strikes or other concerted acts of workmen, whether direct or indirect; or any causes, whether or not of the same class or kind as those specifically named above, which are not within the reasonable control of Consultant. In the event that any even force majeure as herein defined occurs, Consultant shall be entitled to a reasonable extension of time for performance of its services under this Agreement.
11. 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 Owner.
12. Discrimination Prohibited: In performing the services required herein, Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical disability.
13. Reports and Information: At such times and in such forms as Owner may require, there shall be furnished to Owner such statements, records, reports, data and information as Owner may request pertaining to matters covered by this Agreement.
14. Audits and Inspections: At any time during normal business hours and as often as Owner may deem necessary, there shall be made available to Owner for examination all of Consultant's records with respect to all matters covered by this Agreement. Consultant shall permit Owner to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
15. Publication, Reproduction and Use of Material: No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. Owner shall have unrestricted authority to publish, disclose and otherwise use, in whole or part, any reports, data or other materials prepared under this Agreement.
16. Compliance with Laws: In performing the scope of services required hereunder, Consultant shall comply with all applicable laws, ordinances, and codes of Federal, State and local governments.
17. Changes: Owner may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Owner and Consultant, shall be incorporated in written amendments to this Agreement.

18. Termination for Cause: If through any cause Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements or stipulations of this Agreement, Owner shall thereupon have the right to terminate this Agreement by giving written notice to Consultant of such termination and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Consultant under this Agreement shall, at the option of Owner, become its property and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily complete hereunder.

Notwithstanding the above, Consultant shall not be relieved of liability to Owner for damages sustained by virtue of any breach of this Agreement by Consultant, and Owner may withhold any payments to Consultant until such time as the exact amount of damages due Owner from Consultant is determined. This provision shall survive the termination of this Agreement and shall not relieve Consultant of its liability to Owner for damages.

19. Termination for Convenience of Agency: Owner may terminate this Agreement at any time by giving at least fifteen (15) day notice in writing to the Consultant. If the Agreement is terminated by Owner as provided herein, Consultant will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of Consultant covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Consultant, Section 18 hereof relative to termination shall apply.

20. Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

21. Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. Non-Appropriation: Should funding become unavailable due to lack of appropriation, Owner may terminate this Agreement upon fifteen (15) day notice.

23. Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Moscow.

24. Term: This Agreement shall not be valid for more than three (3) years from the date of approval by Owner.

25. Approval Required: This Agreement shall not become effective or binding until approved by the Moscow Urban Renewal Agency Board of Commissioners.

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

Moscow Urban Renewal Agency

Consultant

APPROVED BY:

[Signature]  
Steve McGeehan, Chair

6-7-17  
Date



[Signature]  
Signature 6/7/17  
Date

ATTEST:

[Signature]  
Anne Peterson, Clerk

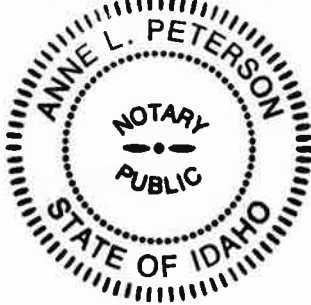
6-7-17  
Date

Shelley L. Bennett  
Print Name

ACKNOWLEDGMENT

STATE OF IDAHO )  
 ) ss.  
COUNTY OF LATAH )

On this 7th day of June, 2017, before me, a Notary Public in and for said State, appeared Shelley L. Bennett, known to me to be the person named above and acknowledged that she executed the foregoing document in her official capacity as Principal/Owner of Palouse Commercial LLC.



[Signature]  
Notary Public for the State of Idaho  
Residing at Moscow  
My commission expires 8-27-18

## EXHIBIT 1: Sample Agency Task Order

This Task Order, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the Moscow Urban Renewal Agency (hereinafter referred to as "AGENCY") AND Palouse Commercial LLC (hereinafter referred to as the "CONSULTANT(S)"), is subject to the provisions of the RFP 2017-001, published on April 29, 2017 (hereinafter referred to as the "AGREEMENT").

### WITNESSETH:

WHEREAS, AGENCY intends to \_\_\_\_\_, hereinafter referred to as the PROJECT;

NOW, THEREFORE, AGENCY and CONSULTANT(S), in consideration of their mutual covenants herein, agree as set for below.

### Client Information and Responsibilities:

The AGENCY will provide CONSULTANT(S) the data and/or services as specified in the Agreement. In addition, the AGENCY will furnish to CONSULTANT(S) \_\_\_\_\_.

### Services to be furnished by CONSULTANT(S):

CONSULTANT(S) will \_\_\_\_\_ (attach additional sheets as necessary):

Schedule of Services to be Performed (attach additional sheets as necessary):

CONSULTANT(S) will perform said services within \_\_\_\_\_ calendar days of the date of this Task Order.

### Basis of Fee and Billing Schedule:

The AGENCY will pay CONSULTANT(S) for its services and reimbursable expenses as follows: \_\_\_\_\_, with a not-to-exceed cost for each Project assignment or a lump sum fee.

IN WITNESS WHEREOF, the Parties hereto have executed this Task Order Agreement as of the date and year first above written.

MURA

CONSULTANT

Recommended for approval:  
Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby acknowledge receipt and acceptance  
of this Task Order for:

Approved by (Signature):	Approved by (Signature):
Print Name:	Print Name:
Title:	Title:
Date:	Date: