



Proposed by

Leah Davis

Partner | Abdo

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P 507.524.2347

September 15, 2023

SERVICE PROPOSAL FOR

City of Breezy Point

8319 County Rd 11, Breezy Point, Minnesota 56472

abdosolutions.com | Mankato, MN - Edina, MN - Scottsdale, AZ



Executive Summary

David Chanski, City Administrator
City of Breezy Point
8319 County Rd 11
Breezy Point, Minnesota 56472

Dear David,

Thank you for the opportunity to submit this proposal to the City of Breezy Point (the City) for partnering with your team on a formal Organizational Assessment project. Based on our experience with the type of work outlined in the proposal, we're confident our experience and expertise will allow us to address your needs and goals and exceed your expectations.

We understand that the City is experiencing very rapid growth and considers the goal of maintaining high-performing services and operations a key priority. In order to uphold this commitment to performance, the City is seeking a consulting partner to conduct a comprehensive assessment of the current and projected future human capital needs to ensure that you have the right systems and talent in the right roles to grow along with you.

Abdo's success has been driven by utilizing staff that is experienced and well trained in governmental planning, human resources, payroll, compensation systems, and operations. We understand that there are certain factors that are most important to the City in the selection of a consultant. Factors like our attention to detail, overall project approach, collaboration with City Staff and the quality of work and outcomes are just a few of the ways we set ourselves apart in our abilities and value to your city.

Our approach to this project is to engage with City staff to ensure we have an exceptional understanding of the project, each individual's role in the project, overall expectations and needs, as well as exceptions to standard operations. Throughout the project, there will be periodic meetings with City staff to share information, solicit input and provide updates. Based on our experience, we will structure each phase of the project to emphasize efficiencies and streamline processes. By spending time on the front-end evaluating positions, City operations, project goals, objectives, and needed deliverables, the end product for the City will be one that provides analysis and recommendations for a organizational framework that provides your team with clarity, capacity, and confidence as you move forward.

INVOLVEMENT OF CITY PERSONNEL - No matter the experience of our Abdo team, we recognize that the most critical goals and deliverables of any project relies on collaborating with the right people at the right time. Your internal staff and leadership are key to truly understanding your organization and developing solutions that work in "real life."

ABILITY TO SUCCESSFULLY COMPLETE ALL REQUIREMENTS - A component of our mission statement is a philosophy that we will assist clients in reaching their maximum potential by open communications and teamwork. This means we will do the following for you:

- Present to you a clear project plan
- Use portal technology to share and collaborate documents
- Provide an environment that solicits and welcomes ideas and strategies from the city team
- Present recommendations in clear, concise and non-technical terms to all members of the city team
- Collaborate with city team and software vendor to ensure alignment
- Return phone calls and emails promptly

EXPERIENCE WITH SIMILAR PROJECTS - We believe our experience with similar projects and our expertise in governmental planning, human resources, payroll, organizational development, and process and planning is greater than any other CPA or advisory Firm in Minnesota, making Abdo uniquely qualified to provide you with the insights and recommendations that you expect.

UNDERSTANDING OF THE PROJECT AND ABILITY OF THE FIRM TO COMPLETE THE EXPECTED SCOPE OR WORK ON SCHEDULE AND WITHIN BUDGET - Abdo is committed to a team environment that gives us the ability to complete projects on time and on budget. We leverage our staff to ensure the work is being completed by the appropriate individuals and reviewed by a partner of Abdo. We understand the parameters and expectations of this project and will complete the expected scope of work on schedule and within budget.

ACCOMPLISHING PROJECT OBJECTIVES - Our approach to a project is heavily dependent on communication and technology. We believe that listening to your needs, concerns and challenges is of the utmost importance for a successful project. Our experience and knowledge of City government operations allows us to provide independent assessment and recommendations, lighting a clear path forward for City leadership. We use portal technology to securely share and collaborate on documents. This allows us to expedite our work, provide answers to staff questions quickly and communicate instantaneously with City staff.

We look forward to meeting with you to discuss our proposal and appreciate this opportunity to present Abdo for your consideration.

Abdo



Leah Davis

Partner | Abdo

Your Team

Based on our ability to provide the requested services, our shared core values, and an understanding of your unique needs, we have the resources, knowledge, people and services to light the path forward for your city.

We have assembled a team with relevant experience who are committed to working with you to ensure success. Each team member is briefly profiled below, and full biographies can be found in Appendix C.



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Project Plan and Timeline

A clear implementation process coupled with frequent and consistent updates is critical to any successful project. The project scope and timeline below includes update meetings with the City leadership and other staff, designed to provide project updates, solicit comments, review progress, and address any challenges.

Timeline assumes a project completion date of December 31, 2023.

PROJECT PHASE	TIMELINE
<p>Introduction and Project Orientation</p> <p>The first step to this project is to review and analyze data provided by the City. This includes review of the existing job descriptions, organizational structure, documentation of operational processes to gain an understanding of how the City is staffed, the types of services provided, and how work moves throughout the organization. After this review, we will meet with the City and Department leadership to discuss overall project expectations, define strategic goals and outcomes, identify current or anticipated challenges, and discuss project timelines. This is also an opportunity for the City and Department leadership to ask for clarification on the project and address any questions or concerns they may have.</p> <p>CITY RESPONSIBILITY: Provide all requested information to Abdo via secure document sharing portal and provide candid feedback and participation in project kick-off meetings.</p>	<p>DAY 1 - 15 <i>depending on City availability</i></p>
<p>Analysis of Current Staffing Levels and Services</p> <p>Using the information gathered during project orientation, Abdo will document and analyze the City's current staffing levels and services, highlight areas of gaps or duplication of responsibilities, evaluate hours worked and compensation levels, and identify opportunities for automation and/or technology solutions. This summarized analysis, whenever possible, will be compared to the structures of other similarly situated Minnesota cities through the use of a variety of database resources, including the League of Minnesota Cities Salary Survey and the MN Office of Management and Budget.</p> <p>Abdo will frequently follow up with City leadership to ask questions and clarify understanding.</p> <p>CITY RESPONSIBILITY: Provide candid and timely responses to Abdo questions throughout the analysis phase.</p>	<p>DAY 16 - 35</p>
<p>Analysis of Projected Future Projects and Growth</p> <p>Looking ahead, Abdo will use City growth projections and anticipated future projects/ initiatives to compare the current staffing structure to that of other cities that may be a good model for Breezy Point to follow as it grows. Special attention will be given to identifying opportunities to leverage technology and automation to maximize both capacity and service delivery effectiveness. The analysis will also include recommendations related to new or additional talent and skills that the City will need in order to meet changing operational and service demands.</p> <p>Abdo will frequently follow up with City leadership to ask questions and clarify understanding.</p> <p>CITY RESPONSIBILITY: Provide candid and timely responses to Abdo questions throughout the analysis phase.</p>	<p>DAY 36 - 55</p>

PROJECT PHASE	TIMELINE
<p>Development of Findings and Recommendations</p> <p>After completing the analysis of current and projected future staffing and service levels, Abdo will compile a summary of findings and recommendations for the City to consider. Recommendations will address immediate and future staffing needs, proposed organizational structure changes, and identified opportunities for service delivery improvements.</p> <p>CITY RESPONSIBILITY: Carefully review and provide feedback on final assessment summary and recommendations.</p>	<p>DAY 56 - 70</p>

Final Documents and Deliverables

All documents will be reviewed with the City Management team in draft format before finalization and distribution. Final reporting (2 draft revisions included) will include comprehensive project findings, recommendations, description of overall methodology utilized in the project, data analysis, and estimated implementation costs.

Once approved by the City Management team, report findings and recommendations may be presented, in person or virtually, to the City Council (up to 2 separate meetings included in pricing, additional meetings will incur fees) for review and discussion.

DAY 71 - 90
depending on City availability

Value

SERVICE GUARANTEE

Our work is guaranteed to the complete satisfaction of the client. If you are not completely satisfied with the services performed by Abdo, we will, at your discretion, either refund the price or accept a portion of said price that reflects the level of value received. Upon payment of each of your scheduled payments, we will judge you have been satisfied.

PRICE GUARANTEE

Furthermore, if you ever receive an invoice without first authorizing the service, payment terms, and price, you are not obligated to pay for the unauthorized service. Please understand, however, that the price we have quoted considers and relies upon the following:

- The information you agree to provide is on time and complete to the degree indicated in our agreement.
- Your key management, finance, or human resources team members don't change during our service period.
- No undisclosed or newly arising complexities, claims, or significant transactions, occur that impact our service period. This includes emergence of
- yet unspecified revisions to any prior period work that would need to occur before we can perform our agreed services.
- No new tax, regulatory, or other reporting requirements are introduced between now and the end of our service period.

A full scope of services, including estimated hourly charges, can be found below.

ADDITIONAL SERVICES

Should you request services in addition to the Contracted Services, we will provide you with proposed fees for the services to be provided. You shall be required to sign a written or electronic confirmation of your request for additional services prior to implementation.

PAYMENT TERMS

Initial invoice will be sent within 10 days of the execution of this agreement.

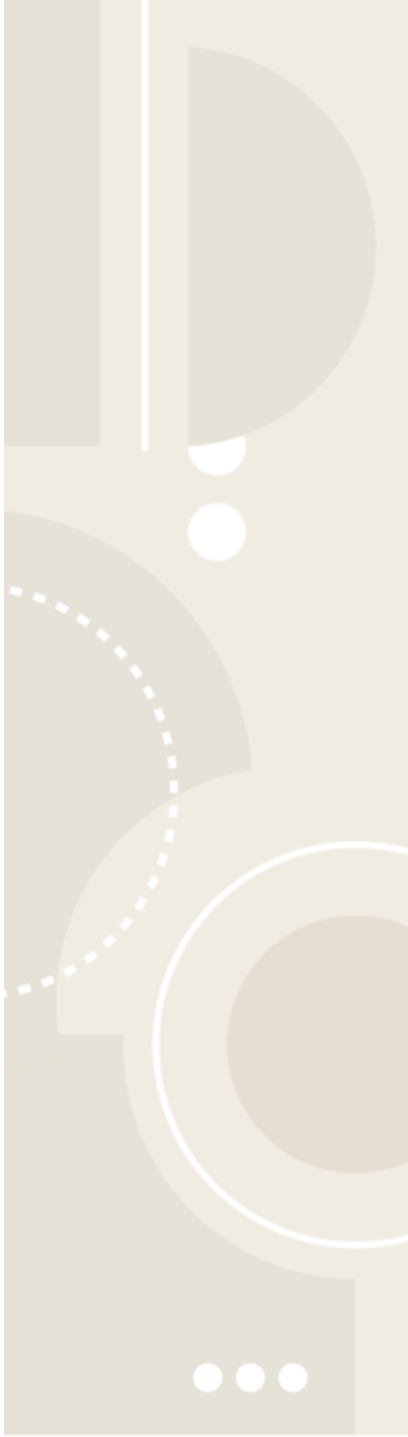
Project Kick-Off - 30% of Contract due

Delivery of 1st Draft Report - 40% of Contract due

Delivery of Final Report - Remaining Balance due

This quote is valid for ninety (90) days following the proposal submission deadline.

ABDO PROJECT PHASES	TOTAL COSTS NOT TO EXCEED
Introduction and Project Orientation	
OPTION #1: In-person kick-off meeting and interviews	OPTION #1: \$ 2,000
OPTION #2: Virtual kick-off meeting and interviews	OPTION #2: \$ 1,000
Analysis of Current Staffing Levels and Services	
	4,000
Analysis of Projected Future Projects and Growth	
	2,500
Development of Findings and Recommendations	
	2,200
Final Documents and Deliverables:	
OPTION #1: In-person project delivery meeting	OPTION #1: \$ 1,700
OPTION #2: Virtual project delivery meeting	OPTION #2: \$ 700
TOTAL PROJECT INVESTMENT (LUMP SUM NOT TO EXCEED)	
	\$10,400 or \$12,400 (depending on meeting options selected)



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 HR and consulting 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 HR and consulting 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 consulting services 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 continually provide security awareness training to our staff members to ensure they are good digital stewards of your data. In addition to this, we also consult bi annually with 3rd party security experts to conduct risk assessments and conduct annual penetration tests.

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.

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 city thrive as we help them to evolve and grow. Our client listed below serves as a reference of those we partner with for their organizational assessment services. Additional references are available upon request.



CITY OF SAVAGE

Casey Casella

Assistant City Administrator

P 952.882.2668

2022 Finance Department Organizational Assessment and Restructure Recommendations

2023 Interim Human Resources Consulting

Value-Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the additional solutions 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.

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 city 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 cities 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

ACCOUNTING & FINANCIAL SERVICES OUTSOURCING

With a staff of experienced professionals, we develop and implement creative solutions for cities of all shapes and sizes. We rely on a proven process to provide your city with the very best quality and value in financial management solutions.

Our outsourced accounting and financial services include:

- Monthly accounting
- Temporary accounting help
- CFO/Finance Director outsourcing

ENTERPRISE RESOURCE PLANNING (ERP) ANALYSIS & IMPLEMENTATION

When choosing an ERP system, the options are seemingly endless. How do you know which ERP system is best for your city? Abdo Financial Solutions can help. We can partner with you to design and implement an ERP system that fits your needs by:

- Assisting with the RFP Process - We'll define the technical specifications to include in your RFP and provide support through the ERP vendor selection process.
- Facilitating a Seamless Implementation - If needed, we can manage the organization-wide implementation of your ERP system in accordance with your budget and schedule.
- Communicating Change - We'll communicate with staff members to explain the "why" behind ERP and demonstrate how it will make their lives easier. To help staff members navigate new processes, we'll provide training as needed.

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, and Scottsdale, AZ. 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*



An ongoing quest to be better, together

OUR COMMITMENT TO 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.

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. Our Diversity, Equity, and Inclusion Committee continues to implement new ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We continue to increase our number of women at the highest leadership level. 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 through partnering with expert speakers and trainers. Please let us know if you have any ideas on how we can improve diversity, equity, and inclusion at Abdo.



61%

*of our employees
are female*



51%

*of our
management level
employees are
female*



23%

*of our interns this
year were people
of color*

ABDO DIVERSE SCHOLARSHIP & INTERNSHIP PROGRAM

Abdo was a proud co-sponsor of 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. Upon conclusion of this successful partnership, we were inspired to create our own DEI Sponsorship program, annually awarding a rising diverse accounting student a scholarship & internship.



DEI Initiatives



PARTNERSHIP WITH NABA

Abdo is proud to sponsor the Minnesota State University, Mankato Chapter of NABA (National Association of Black Accountants) Inc. NABA is committed to increasing the number of African Americans in the accounting and finance professions and to promoting their success. As a firm, we are invested in not only increasing diversity within our organization but support diversifying the industry as a whole. We are committed to providing guidance and mentorship along with financial support to this organization.



GREATER MANKATO GROWTH DEI COLLABORATIVE

Abdo is a founding sponsor and member of Greater Mankato Growth's (the Mankato region's chamber of commerce) DEI Collaborative. This collaborative was formed to discuss what we could do as individuals, organizations, and the community to increase diversity and make our community a welcoming one. Together, we explored our individual biases, developed action plans to make a difference within our organization, and pledged to continue the work to make our community inclusive.

CEO ACTION PLEDGE

We are proud signatories of the CEO Action Pledge, a pledge signed by CEOs from different sectors, sizes, and geographical area to support more inclusive workplaces. As part of this pledge, we work toward goals including DEI education and recruiting. We promise to have the difficult conversations and make our firm, and this industry—one that better reflects the communities we live and work.



YWCA

We are committed to the continued support and advancement of women in our firm and in our communities. One of the ways we do this is through a partnership with YWCA Mankato, an organization whose mission is dedicated to eliminating racism, empowering women, and promoting peace, justice, freedom and dignity for all. We are proud sponsors of the Elizabeth Kearney Women's Leadership Program, Women's Leadership Conference, and Women of Distinction event.



COMMUNITY INVOLVEMENT

Every year, we come together as a firm to participate in what we call a "Day of Action." This gives us an opportunity to give back to organizations within our communities that support underserved populations. You can catch us volunteering at a food shelf, building houses, or helping at an After School Program. In addition, the firm pledges 24 hours of VTO (Volunteer Time Off), for each employee to volunteer at the nonprofit of their choosing. We truly believe we are better, together.



Appendix A

AGREEMENT FOR SERVICES



Agreement for Services

THIS AGREEMENT, is made and entered into on September 15, 2023, by and between the City of Breezy Point, Minnesota (hereinafter referred to as the “Client”), and Abdo LLP (hereinafter referred to as “Abdo” or the “Contractor”).

Articles of Agreement & Recitals

WHEREAS, the Client 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:

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 related to its own operations and arising out of the Contractor’s activities;

The Contractor shall have no authority to bind the Client for the performance of any services or to obligate the Client. The Contractor is not an agent, servant, or employee of the Client and shall not make any such representations or hold itself out as such;

The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the Client at all times.

The Contractor may make recommendations and/or perform services on behalf of the Client but the Client is responsible for all final management decisions and for setting and administering any organizational policies, procedures, or other guidance that result in the services being performed. Further, with respect to the payroll services that are being provided, the Client is responsible for all originating documents (i.e. salary or hourly wage amounts, hours worked, benefits, premium pay policies, etc.) that affect payroll processing, and the Client will review and approve the payroll before or after its processed. The Contractor will not hold or have access to any Client funds as part of the services being provided.

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 its 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 the Client with proof of liability insurance coverage under this Agreement in writing upon request by the Client.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and shall remain in effect for the duration of the consulting engagement, unless earlier terminated as provided in Subsections 2 or 3.

Section 2 Client's Termination Rights: Client may terminate this Agreement for its convenience by providing written notice of termination to Contractor. Upon any termination by Client for convenience, Client shall be obligated to pay for all services provided by Contractor through the date of termination set forth in the written notice. In addition, Client may terminate this Agreement for Contractor's failure to perform its services in accordance with the terms of this Agreement (termination for "cause") by providing Contractor written notice of intent to terminate that sets forth in detail the reasons for cause to terminate, which written notice shall afford Contractor a reasonable period of time of not less than ten (10) business days to cure the stated grounds for termination to the reasonable satisfaction of Client. In the event of Client's termination of the Agreement for cause, Client shall be obligated to pay for all services provided by Contractor through the date of termination.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to the Client in the event the Client does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by the Client. In the event of non-payment within thirty (30) days, Contractor shall give the Client an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the Client's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with sixty (60) days written notice.

ARTICLE IV

GENERAL

Section 1 Authorized Client Agent: The Client's authorized agent for the purpose of administration of this Agreement is the Client Operations Manager. 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, but the Client's rights and obligations may be assigned to any successor entity upon ten (10) days notice.

ARTICLE IV (CONTINUED)

GENERAL (CONTINUED)

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs 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 Client, and any such data and materials shall be remitted to the Client by the Contractor upon completion, expiration, or termination of this Agreement conditioned upon Client's payment of all fees and expenses due to Contractor pursuant to 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 Client to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Client in the same manner as the Client 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 Client. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the Client. The Client shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The Client 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 Client's direction. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the Client, as requested by the Client.

Section 5 Data Accuracy and Prompt Delivery: Client understands, acknowledges and agrees that Contractor's performance of services under this Agreement is dependent on Client promptly providing Contractor with accurate data, documents, and other information pertinent to the subject consulting engagement. Client shall provide Contractor access to data, documents and other information requested by Contractor in accordance with the project schedule mutually agreed to by Client and Contractor. Contractor also represents and warrants that said data, documents and information shall be reliable and accurate to the best of Client's knowledge and agrees that Contractor shall be entitled to rely on the accuracy of the same in the performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising out of or relating to any errors, inaccuracies, or omissions in the data, documents and other information provided by Client to Contractor pursuant to this Agreement. Further, in the event of any delay on the part of Client to provide to Contractor required data, documents or other information or the identification of any errors, inaccuracies, or omissions in the data, documents or other information provided by Client, Contractor shall be entitled to an equitable adjustment of the schedule and compensation for the performance of its services resulting from said delay or need to address any errors, inaccuracies, or omissions in the data, documents or other information provided by Client.

Section 6 No Legal Advice: Client understands, acknowledges and agrees that the consulting services provided by Contractor under this Agreement do not include or constitute legal advice and that Contractor is not undertaking to provide Client legal advice in connection with the consulting engagement hereunder. Client further understands, acknowledges and agrees that the subject matter of this engagement, including regulatory compliance, implicates complex legal issues requiring assessment and advice from competent legal counsel. Client shall be responsible for engaging and/or consulting with legal counsel of its choosing to assess and advise Client regarding the propriety and legality of any recommendations, guidance or advice of Contractor arising from or relating to Contractor's performance of its services under this Agreement. Client agrees to indemnify, hold harmless and defend Contractor from and against any liability, expense, cost, damages, claim and action, including attorneys' fees and costs, arising from or relating to Client's payroll or other human resources policies and/or practices both prior to, during and following Contractor's provision of services under this Agreement, including, but not limited to, any claims by current or former employees of Client challenging the propriety or legality of said practices.

ARTICLE IV (CONTINUED)**GENERAL (CONTINUED)**

Section 7 Entire Agreement: This Agreement is the entire agreement between the Client 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 8 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 9 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the Client with timely and accurate human resource recommendations and information that allows the Client the ability to make final human resource decisions. Contractor will provide final human resource recommendations, but Contractor is not responsible for the final decisions made regarding human resource matters and Client shall indemnify and hold Contractor harmless from the same.

Section 10 Client Employment of Contractor's Employees: The Client acknowledges and agrees that Contractor's workforce, including employees assigned to staff the engagement provided for under this Agreement, constitutes an important and vital aspect of Contractor's business. In recognition of the foregoing and the harm that Contractor will suffer in the event of the loss of one or more of its employees, the Client agrees that during the Term of this Agreement and for a period of six (6) months following the termination of this Agreement for any reason (the "Restrictive Time Period") the Client shall not, directly or indirectly, on behalf of itself or any person, firm, corporation, association or other entity, (a) recruit, solicit, or assist anyone else in the recruitment or solicitation of, any of Contractor's employees to terminate their employment with Contractor and to become employed by or otherwise engaged with or by the Client in any capacity independent of Contractor; (b) hire or engage any Contractor employee; or (c) otherwise encourage or induce any of Contractor's employees to terminate their employment with Contractor.

Notwithstanding the foregoing, Contractor may (but shall not be obligated to) consent to the Client's recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph provided that (a) the Client discloses to Contractor in writing its desire to recruit, solicit, employ or otherwise engage the Contractor employee independent of Contractor before engaging with the Contractor employee regarding any such potential relationship; (b) the Client agrees to pay Contractor a Restrictive Covenant Exception Fee (as hereafter defined) in the event the Contractor employee becomes employed by or otherwise engaged with the Client independent of Contractor; and (c) Contractor provides written consent to the Client to engage with the Contractor employee regarding any such relationship. For purposes of this Agreement, the Restrictive Covenant Exception Fee shall be the greater of: (i) 200% of the annual contracted cost of Contractor's services under this Agreement in addition to the annual contracted cost paid or due Contractor hereunder; or (ii) 200% of the fees paid or due Contractor for services provided under this Agreement during the twelve (12) month period immediately prior to the termination of this Agreement or, in the event the Agreement has not been terminated, during the twelve (12) month period immediately prior to Contractor's provision of written consent to the Client to engage in the recruitment, solicitation, employment or other engagement of a Contractor employee otherwise prohibited by this paragraph.

Section 11 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, based on the fees indicated in the proposed client investment schedule and under the attached scope of services. Additional fees will not be incurred without prior approval of the Client.

Initial invoice for anticipated first month fees will be sent within 10 days of the execution of this Agreement. Monthly installment fees will be invoiced throughout the remainder of this Agreement. If the Agreement is for an hourly fee basis, invoices will be sent monthly.

ARTICLE IV (CONTINUED)

GENERAL (CONTINUED)

Section 12 Additional Services: Should the Client request additional services in addition to the Contracted Services, the Contractor will provide the Client with proposed fees for the additional services to be provided. The Client shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 13 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill its 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.

LIMITATION OF LIABILITY

Section 1 Disputes: If any dispute arises between Abdo and the Client under this Agreement, the dispute shall first be submitted to mediation. The costs of mediation shall be shared equally by the parties. All disputes between Abdo and the Client arising out of this Agreement which cannot be settled directly or through mediation shall be resolved through binding arbitration in Mankato, Minnesota in accordance with the rules for resolution of commercial disputes then in effect of the American Arbitration Association, and judgment upon the award may be entered in any court having jurisdiction thereof. It is further agreed that the arbitrator may, in its sole discretion, award attorneys' fees and costs to the prevailing party.

Section 2 Limitation of Liability: Abdo's entire liability, and the Client's exclusive remedy, for Abdo's performance or non-performance under this Agreement shall be for Abdo to reimburse the Client the total charges for related services provided during the previous twelve months. ABDO WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES WHICH THE CLIENT MAY INCUR AS A RESULT OF ABDO'S FAILURE TO PERFORM ANY TERM OR CONDITION OF THIS AGREEMENT (EVEN IF IT HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). The Client shall indemnify Abdo against, and hold each of them harmless from, any and all liabilities, claims, costs, expenses and damages of any nature (including reasonable attorney's fees and costs) in any way arising out of or relating to disputes or legal actions with Client's employees or any third parties concerning the provision of the services under this Agreement. The Client's obligations under the preceding sentence shall survive termination of 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 Breezy Point

8319 County Rd 11

Breezy Point, Minnesota 56472



SIGNATURE

David Chanski

Abdo, LLP

100 Warren Street, Suite 600

Mankato, Minnesota 56001

A handwritten signature in cursive script that reads "Leah Davis".

Leah Davis

Partner | Abdo

September 15, 2023



Appendix C

PROFESSIONAL BIOS





Leah Davis

CPA

Partner, HR and Payroll Services

leah.davis@abdosolutions.com

Direct Line 507.524.2347

Leah joined the firm as Partner of the Firm's HR and Payroll Service segment. She spends her time helping employers find creative ways to overcome their HR and payroll challenges. As an active CPA and after owning and operating an outsourced HR and payroll consulting business for nearly a decade, Leah has worked with employers across all industries and has several years of experience in public accounting, focusing on business tax and financial institutions. This variety of experiences equip Leah with a unique perspective on the complex HR, financial, and strategic planning issues that employers face every day.

EDUCATION

- Bachelor of Science in Accounting and Business Administration, Minnesota State University, Mankato
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants
- Society for Human Resource Management (SHRM)

QUALIFICATIONS

- Human Resources Management, Consulting, and Compliance, including a focus on leveraging technology to maximize employee experience and streamline administrative HR workflows
- HR and Leadership Team Coaching and Training, focused on building technical and practical skills to improve overall performance and operational effectiveness
- Employee Benefit Plan Administration and Analysis, including Affordable Care Act (ACA) compliance, benefit workflow optimization, and evaluation of benefit plan design options to evaluate costs and maximize employee value recognition
- Employee Incentive and Compensation Plan Development, including position classification and compensation plan design and total compensation analysis
- Complex State and Federal employment tax and regulatory compliance consulting, including wage and hour analysis and tax agency amendments and negotiations



Victoria Holthaus

CPA

Partner | Abdo Financial Solutions

Municipal Advisor Representative (Series 50)

Municipal Advisor Principal (Series 54)

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Vicki aims to simplify the complex for her clients. Her goal is to give them a solid understanding of their finances, so they can confidently plan ahead. She specializes in working with local governments and nonprofit agencies to strategize capital improvements, develop long-range financial plans, and troubleshoot accounting and financial challenges. She also provides process evaluation and process improvement services for nonprofit and private sector clients. Over the past several years, Vicki has helped many organizations with strategic upgrades to technology and software as they navigate new ways of interacting with constituents and customers. Along with the ability to creatively explain technical terms, Vicki has firsthand knowledge of the issues local governments often face. Prior to joining the firm, she served Minnesota municipalities and joint ventures in various finance and administrative roles.

EDUCATION

- Bachelor of Science in Accounting, National American University
- Master of Arts in Public Administration, Hamline University
- Minnesota Certified Municipal Clerk
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

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

AFFILIATIONS

- Hamline School of Business, Accounting Board Member
- Arizona Women Leading Government Member

QUALIFICATIONS

- 17 years of experience working with local governments and nonprofits in finance and administration
- Experience with budgeting, capital planning, debt management, as well as being the process evaluation and improvement engagement lead
- Previous speaker at MCFOA Municipal Clerks and Finance Officers Association, League of Minnesota Cities and has developed newsletter content on automation, long-term planning and process improvements



Brenna Ramy

PHR, SHRM-CP

Senior Manager

brenna.ramy@abdosolutions.com

Direct Line 952.449.9216

Brenna joined the Firm in 2019 and is a Senior Manager. She has experience in organization development and working with leaders to determine the most effective employment model to meet business needs and strategic direction. She has over 20 years of Human Resources experience in the industries of hospitality, retail, multifamily housing, and consulting. She has worked in a variety of organizations in size ranging from less than 20 to over 300,000 employees. Brenna believes in finding practical solutions to HR needs and determining where the best place to spend time is. Brenna brings energy to every meeting, training and event she participates in. She is most at home connecting with owners, leaders, employers, civil servants and volunteers in meaningful ways that help them achieve whatever success they're looking for. Brenna has created and presented dozens of webinars, podcasts and trainings over the last 20 years and loves connecting with groups in that way.

EDUCATION

- Bachelor of Business in Human Resources, University of Minnesota, Duluth

PROFESSIONAL MEMBERSHIPS

- Professional in Human Resources (PHR)
- Society for Human Resource Management Certified Professional (SHRM-CP)

QUALIFICATIONS

- Supports Senior Business Leaders in determining leadership needs in the organization and how they can be met.
- Developed dozens of specialized trainings for organizations and teams and presented for success
- Completes assessments and development tools to leverage team competencies in support of leadership and business objectives. Also works extensively on employee relations issues
- Partners with Senior Leaders and HR Peers in their professional development and gaining new skill sets
- Experience in leaves – specifically in FMLA and ADA and how they align in meeting state and federal guidelines
- Engaged in change management strategies for communicating to employees gaining buy-in
- Provide in-depth on-going analysis on current compensation programs, including salary structure, merit budget, additional pay programs, hiring rates and guidelines



Brittany Bauer

Senior HR Associate

brittany.bauer@abdosolutions.com

Direct Line 507.304.6836

Brittany Bauer joined Abdo in 2017 as a Human Resources Specialist after spending many years in the staffing and recruiting industry as well as providing HR, payroll, and operational support for an agribusiness software development company. Brittany has over 15 years of both HR and payroll experience working with clients from a broad range of industries including agriculture, non-profit and government. She has a passion for leveraging technology to streamline processes, manage compliance, and improve the overall employee experience.

AFFILIATIONS

- Greater Mankato Growth Young Professionals
- Southern Minnesota Human Resource Association (SMAHRA)

QUALIFICATIONS

- Payroll processing and compliance, HRIS/payroll software implementation support, maximizing HRIS/payroll system utilization, timeclock, HR, and payroll database integrations
- HR and payroll process review, improvement, and training
- Development of effective recruiting, hiring, employee onboarding, engagement and retention programs and policies
- HR/payroll compliance, employee management and communication, unemployment claim management, and employee off-boarding support
- Worker's compensation administration, including Carrier Communications, employee claim management, OSHA reporting/filing, and annual policy audit reporting
- Employee benefits administration, including plan compliance, COBRA, benefit program analysis, employee enrollment/terminations, and plan renewals