

**Urban Renewal Authority of Dacono Meeting**  
**AGENDA**  
**Wednesday, January 5, 2022**  
**6:00 PM**

**This meeting will be held remotely. Members of the public interested in joining the electronic meeting, please visit:**

**<https://www.cityofdacono.com/1079/Urban-Renewal-Authority-of-Dacono>**

---

- I. Roll Call**
- II. Consent Agenda**
  - a. \*Approval of the November 3, 2021 Urban Renewal Authority of Dacono Meeting Minutes.**
- III. General Business**
  - A. \*Election of URAD Chair and Vice-Chair.**
  - B. \*Consideration and approval of URAD Resolution 22-01, accepting an appointment of a Commissioner to the Urban Renewal Authority of Dacono.**  
*Presenter: Jennifer Krieger, Executive Director*
  - C. \*Consideration and approval of URAD Resolution 22-02, approving the Amended and Restated Cooperation Agreement between the City of Dacono, Colorado and the Urban Renewal Authority of Dacono for Administrative Services.**  
*Presenter: Jennifer Krieger, Executive Director*
  - D. \*Consideration and approval of URAD Resolution 22-03, approving an Engagement Letter by and between the Urban Renewal Authority of Dacono and WIPFLI, LLP., for Audit Services.**  
*Presenter: Jennifer Krieger, Executive Director*
- IV. Authority Member Reports**
- V. Adjournment**  
*\*Materials in Packets. Accommodations for the disabled can be made upon request.*

**Urban Renewal Authority of Dacono  
Meeting Minutes  
Wednesday, November 3, 2021**

**Meeting held remotely via Zoom called to order at 6:00 PM**

**Members Present**  
Cody Childers  
Charlie Everitt  
Chico Garcia  
Danny Long  
Adam Morehead, Chairman  
Kevin Plain  
Lori Saine, arrived at 6:07 PM  
Jackie Thomas  
John Wargo

**Members Absent**  
Joe Baker, excused  
Kathryn Wittman, excused

**Staff Present**  
AJ Euckert, City Manager  
Valerie Taylor, Clerk  
Jennifer Krieger, Secretary/Executive Director  
Carrie Bartow, Chief Financial Officer

**I. Consent Agenda**

- a. Approval of the May 5, 2021, Urban Renewal Authority of Dacono Meeting Minutes.**  
Commissioner Plain moved to approve the May 5, 2021, Urban Renewal Authority of Dacono Meeting Minutes. The vote was ayes: Commissioners Childers, Everitt, Garcia, Long, Plain, Thomas, Wargo, and Morehead. Abstain: Commissioner Thomas. Chairman Morehead declared the motion carried.

**II. General Business**

- A. Public Hearing and Approval of Resolution URAD 21-08, approving the 2022 Budget.**  
Chairperson Morehead opened the public hearing.

*(Commissioner Saine joined the meeting.)*

Chief Financial Officer Carrie Bartow presented her report, and she and Executive Director Jennifer Krieger were available for questions.

Commissioner Long asked if they could get any impact fees from County Road 12 when they start to develop Sharpe Farms. Jennifer stated that the Development Agreement with Mesa Ridge requires the developer to make public improvements to the road directly in front of the project; it costs \$1,000,000 a mile to pave a road, so the URAD will contribute. Weld County Road 12 is also part of the IGA for Incremental Revenue Sharing with Mountain View Fire Rescue.

With no further comments, Chairperson Morehead closed the public hearing.

Commissioner Plain moved to approve Resolution URAD 21-08, approving the 2022 Budget. The vote was unanimous, with Chairperson Morehead declaring the motion carried. *(Commissioner Saine was not present during the vote.)*

**B. I-25 Corridor Presentation**

Presenters: Heather Vidlock - Galloway, Phil Stuepfert - HR Green, and Jessica Harvey - Harvey Economics gave presentations and were available for questions.

Commissioner Saine joined the meeting again at 6:20 PM.

No formal action was taken.

**III. Authority Member Reports**

None

Jennifer stated that we do not anticipate having a meeting in December; we will resume on January 5, 2022.

**Adjournment:**

With no further business to be discussed, the meeting was adjourned at 7:31 PM.

Approved this 5<sup>th</sup> day of January, 2022.

---

Adam Morehead, Chairperson

Attest:

---

Jennifer Krieger, Secretary/Executive Director



**Meeting Date:** January 5, 2022

**Subject:** Election of URAD Chair and Vice-Chair

**Presenter:** Jennifer Krieger, AICP, Executive Director

**Background:** By EDAD Resolution 20-03, the Authority adopted new bylaws. Article III of the bylaws lists officers of the Authority, which include the Chair, the Vice-Chair, the Secretary/Executive Director, the Treasurer, and General Counsel. The Secretary/Executive Director and the Treasurer are staff/consultant appointments. The General Counsel of the Authority is employed under contract by the Board

The Commissioners of the Authority shall elect the Chair. The Chair shall preside at all meetings of the Board. The Commissioners of the Authority shall at all times elect the Vice-Chair of the Authority. The Vice-Chair shall serve a term contemporaneous with the term of the Chair. The Vice-Chair shall perform the duties of the Chair in the temporary absence or disability of the Chair.

The term of office for a commissioner elected to Chair and Vice-Chair is for one year. Officers shall be elected annually by the Authority at the first regular meeting of each year and shall assume their duties upon election. Officers shall hold office until their successors are elected and qualified.

**Recommendation:** The Board should nominate and elect a Chair and Vice-Chair to serve a one-year term.

**URBAN RENEWAL AUTHORITY OF DACONO  
RESOLUTION NO. 22-01**

**A RESOLUTION ACCEPTING AN APPOINTMENT OF A COMMISSIONER  
TO THE URBAN RENEWAL AUTHORITY OF DACONO**

**WHEREAS**, H.B. 15-1348 effected changes to Urban Renewal Law, C.R.S. § 31-25- 101, *et. seq.*, including the provisions establishing membership of the boards of urban renewal authorities;

**WHEREAS**, by Resolution 15-18 the City Council declared it to be in the public interest that an Urban Renewal Authority be created and designated the City Council of the City of Dacono as the governing body of the Economic Development Authority of Dacono;

**WHEREAS**, C.R.S. § 31-25-104(2.5) provides, in part: “[I]n order to represent the collective interests of the county and all trucing bodies levying a mill levy within the boundaries of the urban renewal authority area other than the municipality, one additional commissioner on the authority must be appointed by the board of county commissioners of the county in which the territorial boundaries of the urban renewal authority area are located, one additional commissioner must also be a board member of a special district selected by agreement of the special districts levying a mill levy within the boundaries of the urban renewal authority area, and one additional commissioner must also be an elected member of a board of education of a school district levying a mill levy within the boundaries of the urban renewal authority area. If the number of members of the governing body causes the authority to have an even number of commissioners, the mayor shall appoint an additional commissioner to restore an odd number of commissioners to the authority. As applicable, the appointment of the county, special district, and school district representatives on the authority pursuant to this subsection (2.5) must be made in accordance with the procedures specified in subsection (2) of this section.”;

**WHEREAS**, the Authority provided written notice to Weld County, Weld Re-8 School District, St. Vrain Valley School District RE-1J, Northern Colorado Water Conservancy District, Mesa Ridge Metropolitan District, Mountain View Fire Protection District, Pinnacle Farms Metropolitan District, Mountain View Fire Protection District, West Adams Conservation District, Platte Valley Conservation District, Stonebraker Metropolitan District, Stoneridge Metropolitan District, Eagle Meadow Metropolitan District, St. Vrain Sanitation District, Central Weld County Water District, Deer Trails Metropolitan District, Aims Community College, Carbon Valley Park and Recreation District, Ft. Lupton Fire District, Longmont Conservation District, Peaks Industrial Metropolitan District, High Plains Library District, Sweetgrass Metropolitan District Nos. 1-3, Legacy Park Metropolitan District Nos. 1-2, South Weld Metropolitan District, Dacono Estates Metropolitan District, and Ridge Lands Metropolitan District, which each levy a mill levy within the boundaries of the Authority, requesting an appointee to serve on the Authority;

**WHEREAS**, the Authority received written notification from Weld County levying of the appointment of Commissioner Perry Buck to serve on the Authority.

**NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AUTHORITY OF DACONO:**

Section 1. The foregoing Recitals are incorporated herein by this reference.

Section 2. Pursuant to C.R.S. § 31-25-104(2.5), the Authority accepts and recognizes the appointment of Perry Buck to this Authority.

Section 3. A copy of this Resolution on file with the Clerk shall serve as a certificate of such appointment pursuant to C.R.S. § 31-25-104(2)(b).

Section 4. This Resolution shall be effective upon approval of the Authority.

**INTRODUCED, READ and ADOPTED** this 5<sup>th</sup> day of January, 2022.

URBAN RENEWAL AUTHORITY OF DACONO

BY: \_\_\_\_\_  
Jackie Thomas, Vice-Chair

ATTEST:

\_\_\_\_\_  
Jennifer Krieger, Executive Director



OFFICE OF BOARD OF COMMISSIONERS  
PHONE: 970-336-7204  
FAX: 970-336-7233  
1150 O STREET  
P.O. BOX 758  
GREELEY, COLORADO 80632

December 15, 2021

Jennifer Krieger  
Executive Director  
Urban Renewal Authority of Dacono  
Via Email: [jkrieger@cityofdacono.com](mailto:jkrieger@cityofdacono.com)

RE: Weld County Representative – URAD

Dear Ms. Krieger,

This letter is to recommend Weld County Commission Perry Buck to replace Commissioner Lori Saine on the Urban Renewal Authority of Dacono as our county representative. This would be effective January 2022.

If you need anything further other than this letter to have Commissioner Buck appointed, please let us know.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

A handwritten signature in cursive script that reads 'Steve Moreno'.

Steve Moreno, Chair



**Meeting Date:** January 5, 2022

**Agenda Item:** URAD RESOLUTION 22-02, A RESOLUTION APPROVING AN AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE CITY OF DAcono, COLORADO AND THE URBAN RENEWAL AUTHORITY OF DAcono FOR ADMINISTRATIVE SERVICES

**Presenter:** Jennifer Krieger, AICP, Community Development Director

**Background:** By EDAD Resolution No. 15-02, adopted on June 8, 2015, the Economic Development Authority of Dacono, now URAD, approved a Cooperation Agreement between the City of Dacono and the Economic Development Authority of Dacono for Administrative services with the City of Dacono. The Cooperation Agreement between the Urban Renewal Authority of Dacono and the City of Dacono outlines the shared use of City personnel and the Authority's obligation to reimburse the City for personnel time.

The Amended and Restated Agreement updates the name of the Authority, modifies personnel used by the Authority, and revises the percentage of salary reimbursement due to the City of Dacono.

The City of Dacono approved the Amended and Restated Cooperation Agreement on December 13, 2021.

**Recommended Action:** Approval of URAD Resolution 22-02.

**URBAN RENEWAL AUTHORITY OF DACONO  
RESOLUTION NO. 22-02**

**A RESOLUTION APPROVING THE AMENDED AND RESTATED COOPERATION  
AGREEMENT BETWEEN THE CITY OF DACONO, COLORADO AND THE URBAN  
RENEWAL AUTHORITY OF DACONO FOR ADMINISTRATIVE SERVICES**

**WHEREAS**, The City of Dacono (the “City”) is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the City Charter of the City of Dacono (the “Charter”); and

**WHEREAS**, The Urban Renewal Authority of Dacono (the “Authority”) is a body corporate and has been duly organized, established and authorized by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Charter and the Colorado Urban Renewal Law, section 31-25-101, *et seq.*, Colorado Revised Statutes (the “Act”); and

**WHEREAS**, pursuant to section 31-25-109 of the Act, the Authority has the power and authority to issue or incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances, or other obligations, including refunding obligations (collectively, the “Obligations”), for the purpose of financing the activities and operations authorized to be undertaken by the Authority in accordance with any adopted urban renewal plans and the Act, as approved by the City; and

**WHEREAS**, The Authority currently has no employees and desires to utilize a portion of the time of certain employees of the City and the City is willing to allow such employees to devote a portion of their time to work on projects of the Authority, the cost for such employees to be reimbursed by the Authority to the City as one of the Obligations of the Authority; and

**WHEREAS**, the Authority and the City entered into the Cooperation Agreement Between City of Dacono, Colorado and Economic Development Authority of Dacono for Administrative Services dated as of June 8, 2015 and approved by the Authority by Resolution No. 15-02 (the “Prior Agreement”); and

**WHEREAS**, the Authority and the City desire to enter into an agreement amending and restating the Prior Agreement in its entirety (the “Amended and Restated Agreement”) attached hereto as Exhibit A to confirm the Authority’s desire to utilize a portion of the time of certain employees of the City, and the City’s willingness to allow such employees to devote a portion of their time to work on the urban renewal projects of the Authority, the cost for such employees to be reimbursed by the Authority to the City as one of the Obligations of the Authority; and

**WHEREAS**, the Act, Section 18, Article XIV of the Colorado Constitution authorizes the City and the Authority to enter into cooperative agreements, such as the Amended and Restated Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE URBAN RENEWAL AUTHORITY OF DACONO:**

**Section 1.** The foregoing Recitals are incorporated herein by this reference.

**Section 2.** The Authority hereby approves the Amended and Restated Agreement negotiated by the Authority and the City in essentially the form attached hereto as Exhibit A.

**Section 3.** The Chair is authorized to enter into the Amended and Restated Agreement on the Authority's behalf in substantially the same form as the copy attached hereto as Exhibit A.

INTRODUCED, READ, and ADOPTED this 5<sup>th</sup> day of January, 2022.

URBAN RENEWAL AUTHORITY OF DACONO

By: \_\_\_\_\_  
Jackie Thomas, Vice-Chair

ATTEST:

\_\_\_\_\_  
Secretary/Executive Director

AMENDED AND RESTATED COOPERATION AGREEMENT BETWEEN THE CITY OF  
DACONO, COLORADO AND THE URBAN RENEWAL AUTHORITY OF DACONO FOR  
ADMINISTRATIVE SERVICES

THIS AMENDED AND RESTATED COOPERATION AGREEMENT (the “**Agreement**”) is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2021, and effective as of the 8<sup>th</sup> day of June, 2015, by and between the City of Dacono, Colorado (the “**City**”), a home rule municipality and municipal corporation of the State of Colorado, and the Urban Renewal Authority of Dacono (the “**Authority**”), formerly known as the Economic Development Authority of Dacono, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado and the Charter of the City. The City and the Authority are referred to individually as a “**Party**” and collectively as the “**Parties**.”

**WITNESSETH:**

WHEREAS, the City is a home rule municipality and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and the City Charter of the City of Dacono (the “**Charter**”); and

WHEREAS, the Authority is a body corporate and has been duly organized, established and authorized by the City to transact business and exercise its powers as an urban renewal authority, all under and pursuant to the Charter and the Colorado Urban Renewal Law, section 31-25-101, *et seq.*, Colorado Revised Statutes (the “**Act**”); and

WHEREAS, pursuant to section 31-25-109 of the Act, the Authority has the power and authority to issue or incur notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, debentures, advances, or other obligations, including refunding obligations (collectively, the “**Obligations**”), for the purpose of financing the activities and operations authorized to be undertaken by the Authority with respect to the Urban Renewal Projects (as defined below) in accordance with any adopted urban renewal plans and the Act, as approved by the City; and

WHEREAS, the Authority and the City entered into the Cooperation Agreement approved by the governing bodies of the Parties as of June 8, 2015 (the “**Prior Agreement**”); and

WHEREAS, the Authority and the City desire to amend and restate the Prior Agreement in its entirety to confirm the Authority’s desire to utilize a portion of the time of certain employees of the City, and the City’s willingness to allow such employees to devote a portion of their time to work on the Urban Renewal Projects of the Authority, the cost for such employees to be reimbursed by the Authority to the City as one of the Obligations of the Authority; and

WHEREAS, the Act, Section 18, Article XIV of the Colorado Constitution authorizes the City and the Authority to enter into cooperative agreements, such as this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the following terms and conditions, the Authority and the City hereby agree as follows:

- 1.0 **DEFINITIONS.** The terms defined in the recitals of this Agreement shall have the meanings set forth therein. In addition, the following terms shall have the meanings set forth below:
- 1.1. “**Act**” has the meaning set forth in the Recitals to this Agreement.
  - 1.2. “**Agreement**” has the meaning set forth in the Preamble to this Agreement.
  - 1.3. “**Authority**” has the meaning set forth in the Preamble to this Agreement
  - 1.4. “**Collected Tax Revenues**” means the Incremental Sales Tax Revenues actually collected during the Fiscal Year and remitted to the Authority pursuant to Section 2.1 of this Agreement.
  - 1.5. “**Fiscal Year**” means the fiscal year of the City, which is January 1 of each calendar year through December 31 of the same calendar year.
  - 1.6. “**Incremental Property Tax Revenues**” means, for each Fiscal Year, subsequent to the approval of any urban renewal plans, all Property Tax Revenues in excess of the Property Tax Base Amount.
  - 1.7. “**Incremental Sales Tax Revenues**” means, for each Fiscal Year, subsequent to the approval of any urban renewal plans, all Sales Tax Revenues in excess of the Sales Tax Base Amount.
  - 1.8. “**Obligations**” shall have the meaning set forth in the third Whereas clause above.
  - 1.9. “**Property Tax**” means the property taxes levied by all jurisdictions on real and personal property pursuant to C.R.S. 39-1-101 *et seq.*
  - 1.10. “**Property Tax Base Amount**” means the Property Tax levied on all the assessed valuation of the areas designated in an adopted urban renewal plan, certified for the tax year in which an urban renewal plan is adopted.
  - 1.11. “**Property Tax Revenues**” means the amount to be collected by the County Treasurer of Weld County for each Fiscal Year from the levy of the Property Tax in any urban renewal area designated in an adopted urban renewal plan.
  - 1.12. “**Sales Tax**” means the sales tax levied by the City from time to time on the retail sale of taxable goods and services pursuant to the provisions of Article X of the City’s Municipal Code, as amended.
  - 1.13. “**Sales Tax Base Amount**” means the actual collection of Sales Tax Revenues during the twelve (12) month period ending on the date of adoption of any urban renewal plan.

- 1.14. **“Sales Tax Revenues”** means the amount to be derived by the City in each Fiscal Year from the levy of the Sales Tax within any urban renewal area designated in an adopted urban renewal plan.
- 1.15. **“Urban Renewal Projects”** means all undertakings and activities, or any combination thereof, required to carry out any urban renewal plans pursuant to the Act.

## 2.0 COLLECTION AND REMITTANCE OF INCREMENTAL SALES TAX REVENUES.

- 2.1. The City agrees to cooperate with the Authority by collecting the Sales Tax Revenues and remitting promptly to the Authority the Incremental Sales Tax Revenues. The City makes no representation and provides no assurance that the Incremental Sales Tax Revenues will be sufficient to satisfy the Obligations of the Authority. The City’s obligation under any urban renewal plans and this Agreement to collect and remit to the Authority the Incremental Sales Tax Revenues is only for a twenty-five year period pursuant to the Act. The Collected Tax Revenues shall be used by the Authority to pay Obligations incurred by the Authority in the planning, demolition, design, construction, financing or other activities related to the Urban Renewal Projects in or for the benefit of any areas designated in any adopted urban renewal plans. Any Collected Tax Revenues not necessary or used to pay Obligations of the Authority during the then current Fiscal Year shall be returned to the City by the end of the first calendar quarter following such Fiscal Year.

## 3.0 ADVANCE OF SALES AND PROPERTY TAX REVENUES.

- 3.1. An amount not to exceed \$500,000.00 of projected Incremental Sales Tax Revenues and Incremental Property Tax Revenues from any urban renewal area may be advanced by the City to the Authority to be used by the Authority for costs incurred by the Authority for its staffing and consultants in connection with the Urban Renewal Projects in any urban renewal area designated in an adopted urban renewal plan. Such amounts shall be paid directly to the Authority by the City and shall be disbursed by the Authority as it deems prudent and necessary for such purposes. Any amounts so advanced by the City shall be a priority Obligation of the Authority. Such amounts as are advanced, shall be payable to the City from future Incremental Sales Tax Revenues and Incremental Property Tax Revenues. Due to the benefits gained by the City from the Urban Renewal Projects within the area designated in any adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the City.

- 3.2. Notwithstanding anything in this Agreement to the contrary, to the extent there are outstanding Obligations of the Authority payable to the City, and the Authority fails to appropriate funds to pay such Obligations, the City may retain Incremental Sales Tax Revenues to reimburse the City for such outstanding Obligations of the Authority rather than remitting such Incremental Sales Tax Revenues to the Authority as provided in Section 2.1.

#### 4.0 USE OF CITY EMPLOYEES.

- 4.1. The City hereby authorizes the Authority to utilize the services of certain specified City employees to assist the Authority in work related to Urban Renewal Projects in the City. The City hereby assigns the employees listed in Exhibit A to perform such services for the percentage of their time specified in Exhibit A, which percentage shall be calculated on an annual basis. The specific employees and the amount of time devoted to the Urban Renewal Projects may be modified from time to time by the City Manager of the City and the Executive Director of the Authority upon written notice of such modification to the City and the Authority. The Authority shall reimburse the City for the applicable percentage of each such employees' wages or salary and benefits. The use of such employees by the Authority and the proportionate cost of their services shall be deemed an advance by the City and an obligation of the Authority which shall be paid each year by the Authority to the City. If the Authority fails to reimburse the City on an annual basis for the cost of the services of such employees, the City may retain Incremental Sales Tax Revenues to pay such costs.
- 4.2. The City shall retain the right to establish the employees' wages or salary and benefits, and the right to discharge, reassign, or hire employees to perform the services required by the Authority. Except for the percentage of time devoted to the Authority activities which shall be under the direction or control of the Executive Director of the Authority, the City Manager retains the right to direct and control the employees. The City, as the employer, has the responsibility for payment of salary or wages to the employee, and for reporting, withholding, and paying any applicable taxes with respect to the employee's wages or salary and payment of City sponsored employee benefit plans and payment of unemployment compensation insurance as may be required. The City also retains the right to provide for the welfare and benefit of employees through such programs as professional training. The Authority shall not have any responsibility for the payment or reporting of remuneration paid to the City's employees, all of such responsibilities being the obligation of the City. The City intends to retain the right to maintain the employment relationship between the City and its employees on a long term, and not a temporary basis. The employees of the City listed in Exhibit A know of and consent to co-employment by the City and the Authority.

- 4.3. In the event of any employment related issues with an employee assigned to work with the Authority, the Executive Director of the Authority shall report such concerns or issues promptly to the City Manager of the City who shall be responsible for addressing such concerns. The decision of the City Manager relating to such employee shall be final, the sole recourse of the Authority being the right to terminate this Agreement as provided in Section 5.3.

5.0 MISCELLANEOUS.

- 5.1. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado and shall be subject to the limitations, if any, that are applicable under the Charter or ordinances of the City.
- 5.2. Notices. All notices and other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, addressed as follows:

If to the City:

City of Dacono  
512 Cherry Avenue  
P.O. Box 186  
Dacono, CO 80514

If to the Authority:

Urban Renewal Authority of Dacono  
512 Cherry Avenue  
P.O. Box 186  
Dacono, CO 80514

The City or the Authority may, by notice given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

- 5.3. Termination. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party; provided, however, that there are no outstanding amounts payable by the Authority to the City unless satisfactory arrangements have been made, in the sole discretion of the City, for the payment of such amounts.
- 5.4. Severability. In the event that any provision of this Agreement, other than the requirement of the Authority to reimburse the City for obligations incurred by the Authority hereunder, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

*[signature pages follow]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

CITY OF DACONO, COLORADO

ATTEST:

By: \_\_\_\_\_  
Valerie Taylor, City Clerk

By: \_\_\_\_\_  
Adam Morehead, Mayor

URBAN RENEWAL AUTHORITY OF DACONO

ATTEST:

By: \_\_\_\_\_  
Secretary/Executive Director

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

**EXHIBIT A  
TO  
AMENDED AND RESTATED  
COOPERATION AGREEMENT  
FOR  
ADMINISTRATIVE SERVICES**

<u>Employee</u>	<u>Allocation of Time to the Authority</u>
Finance Officer	15%
Community/Economic/ Development Director	30%
City Manager	20%
Public Works Manager	10%
Accounting Technician	10%
City Clerk	15%
Associate/Senior Planner	25%



**Meeting Date:** January 5, 2022

**Agenda Item:** URAD RESOLUTION 22-03, A RESOLUTION APPROVING AN ENGAGEMENT LETTER BY AND BETWEEN THE URBAN RENEWAL AUTHORITY OF DACONO AND WIPFLI, LLP., FOR AUDIT SERVICES

**Presenter:** Jennifer Krieger, AICP, URAD Executive Director

**Background:** The Urban Renewal Authority of Dacono must have an annual audit. For the year ended December 31, 2020, the Authority engaged Wipfli, LLP.

As shown in the attached audit engagement letter, the proposed fee for Wipfli's 2021 audit increased by \$100 than the current year, from \$5,750 to \$5,850.

**Recommendation:** The recommendation from CliftonLarsonAllen, LLP, is to stay with the same auditor for at least a few years. Also, many audit firms are not accepting new engagements, mainly due to staffing challenges.

**URBAN RENEWAL AUTHORITY OF DACONO  
RESOLUTION NO. 22-03**

**A RESOLUTION APPROVING AN ENGAGEMENT LETTER BY AND BETWEEN THE  
URBAN RENEWAL AUTHORITY OF DACONO AND WIPFLI, LLP., FOR AUDIT  
SERVICES**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
OF DACONO, COLORADO:**

**Section 1.** The proposed Professional Services Agreement for audit services (“Agreement”) by and between the Urban Renewal Authority of Dacono and Wipfli, LLP, is hereby approved in essentially the same form as the copy of such Engagement Letter accompanying this resolution.

**Section 2.** The Chairperson is hereby authorized to execute the Engagement Letter and is further authorized to negotiate and approve on behalf of the Authority such revisions to the Engagement Letter as the Chairperson determines are necessary or desirable for the protection of the Authority, so long as the essential terms and conditions of the Engagement Letter are not altered.

INTRODUCED, READ, and ADOPTED this 5<sup>th</sup> day of January 2022.

URBAN RENEWAL AUTHORITY OF DACONO

\_\_\_\_\_  
Jackie Thomas, Vice-Chair

ATTEST:

\_\_\_\_\_  
Jennifer Krieger, Executive Director

November 5, 2021

Urban Renewal Authority of Dacono  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

We are pleased to serve as the independent auditors for Urban Renewal Authority of Dacono (“Client”) for the year ended December 31, 2021. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and are collectively referred to herein as the “Letter” or the “Engagement Letter”.

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$5,850. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

#### Audit Scope and Objectives

We will audit Client’s financial statements, as of and for the year ended December 31, 2021, and the disclosures (collectively, the “financial statements”), and if applicable, supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In the conduct of our audit, we will obtain an understanding of Client and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Client involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting Client received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that Client complies with applicable laws and regulations.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

## Reporting

We will issue a written report upon completion of our audit of Client's financial statements. Our report will be addressed to the board of directors. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or withdraw from this engagement.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

### Engagement Partner

Greg Livin will be your audit engagement partner.

### Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Illegal Aliens

We certify that Wipfli LLP shall comply with the provisions of C.R.S. 8-17.5-101, et seq.

- A. *Employment or Contracting with Illegal Aliens.* We certify that Wipfli LLP does not knowingly employ or contract with an illegal alien to perform work under this engagement letter or will enter into a contract with a subcontractor that fails to certify to Wipfli LLP that such subcontractor does not knowingly employ or contract with an illegal alien to perform work under this engagement letter.
- B. *Verification Regarding Illegal Aliens.* We certify that Wipfli LLP has verified the employment eligibility of all employees who are newly hired for employment, to perform the work under this engagement letter, through participation in either the Electronic Employment Verification Program, or Employment Verification Program which is established pursuant to Section 8-17.5-102 (5)(c), C.R.S., (collectively referred to as "Verification Programs").
- C. *Limitation Regarding Verification Programs.* We agree that Wipfli LLP will use the Verification Programs to undertake pre-employment screening of job applicants while performing professional services on behalf of the District.
- D. *Duty to Terminate Subcontractor:* If Wipfli LLP obtains actual knowledge that a subcontractor performing work pursuant to this engagement letter knowingly employs or contracts with an illegal alien, Wipfli LLP shall:
  - (i) notify the subcontractor and the District within three (3) days that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if, within three (3) days of receiving notice required pursuant to C.R.S. 8-17.5-102(2)(b)(III)(A) that Wipfli LLP has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien.

Wipfli LLP shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- E. *Duty to Comply with Investigation.* Wipfli LLP shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established by C.R.S. 8-17.5-102(5).
- F. *Notification.* The District shall notify the office of the Colorado Secretary of State if Wipfli LLP violates a provision of C.R.S. 8-17.5-102(2), and the District terminates the engagement for such breach. The District will notify the Colorado Secretary of State if a court made such a determination.
- G. *Participation in Employment Verification Program.* Wipfli LLP shall notify the District of its participation in the Employment Verification Program and shall comply with the requirements of C.R.S § 8-17.5-102(5)(c).

**Conclusion and Approval to Proceed**

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*  
Wipfli LLP

ACCEPTED: [URBAN RENEWAL AUTHORITY OF DACONO](#)

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

GHL/tp  
Enc.

Cc: Jennifer Krieger, Board of Directors

Wipfli LLP  
Engagement Letter  
Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict between the Terms and Conditions and the provisions of an Engagement Letter issued by Wipfli, the Engagement Letter will apply.

2. Commencement and Term

An Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Fee Estimates and Change Orders

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or work. Wipfli provides fee estimates as an accommodation to Client. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

If, during the course of Wipfli’s engagement, Wipfli determines that more work will be required than initially estimated, Wipfli will discuss, as soon as possible, the reasons with Client. Work that falls outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order. Service completion times are estimated and subject to change. Where applicable, all such estimates assume that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Such estimates also include necessary and reasonable cooperation from client personnel.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the services will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

4. Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, work may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue work in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops work or withdraws from this engagement as a result of

Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli will not be liable to Client for any damages that occur as a result of our ceasing to render services.

In the event Client requests us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Client or management for the production of documents and/or testimony relative to information Wipfli obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

5. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

6. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any Engagement Letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

7. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion upon notice to Client, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned Indian subsidiary and contractors in the Philippines) or any of their respective affiliates. These entities and their personnel may be located within or outside the United States. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client’s information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information (“Personal Data”) and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the engagement letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the engagement letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or professional standards. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes.

For additional information related to client personal information, please see Wipfli’s Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement).

Wipfli LLP  
Engagement Letter  
Terms and Conditions – Attest Engagements

8. Wipfli Owners

Some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

9. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all information provided or developed throughout the duration of this engagement. Any use of this material, other than for the stated purposes in this Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

10. Governing Law

All agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

11. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

12. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

13. Termination

An Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in an Engagement Letter (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of an Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement, at our discretion, if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

14. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.