

**SUBJECT: AUTHORIZATION TO EXECUTE A CONTRACT WITH  
CLIFTONLARSONALLEN, LLP FOR UTILITY BILLING  
SERVICES**

**DATE: DECEMBER 3, 2024**

**PRESENTED BY: RYDER BAILEY, CPA, FINANCE DIRECTOR**

**SUMMARY:**

Staff is proposing to extend the current agreement with CliftonLarsonAllen, LLP for Utility Billing Services through December 31, 2025.

**BACKGROUND:**

The City initially executed a contract with CliftonLarsonAllen, LLP (CLA) on June 25, 2013 for utility billing services in response to a vacancy in the Finance Department's single Utility Billing Technician position. On December 17, 2013, due to the success of the agreement, the City executed a longer-term agreement with an expanded scope of services. The City has continually renewed this annual agreement since 2014 under the sole source provisions within the City's Purchasing Policies. CLA performs similar utility billing services for other governmental entities in Colorado and their staff is trained on the City's utility billing software (ADG). The current agreement with CLA expires on December 31, 2024.

**FISCAL IMPACT:**

The cost of the proposed agreement for 2025 is \$8,900 per month, or \$106,800. This is a 5% increase over the 2024 Agreement.

Consistent with prior years, in addition to the base fee above, a "5% Technology and Client Support Fee" is added to the contract.

Costs will be split between the Utility Enterprise Funds, as follows:

- 50% = Water Utility Fund
- 25% = Wastewater Utility Fund
- 10% = Storm Water Utility Fund
- 15% = Solid Waste & Recycling Fund

**PROGRAM/SUB-PROGRAM IMPACT:**

The proposed contract impacts the Utilities Program and the Administrative & Support Services Program. The proposal offers a cost-effective option for utility billing services, which meets the Utility Program goal of competitive prices for all services and the Administrative Support Services Program goal of fiscally responsible, effective, and efficient governance.

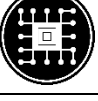
**RECOMMENDATION:**

Staff recommends the Council authorize execution of the contract with CLA for 2025 utility billing services.

**ATTACHMENT(S):**

1. Independent Contractor Agreement By and Between the City of Louisville and CliftonLarsonAllen LLP

**STRATEGIC PLAN IMPACT:**

|                                     |                                                                                                                                       |                                     |                                                                                                                           |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> |  <b>Financial Stewardship &amp; Asset Management</b> | <input checked="" type="checkbox"/> |  <b>Reliable Core Services</b>           |
| <input type="checkbox"/>            |  <b>Vibrant Economic Climate</b>                     | <input type="checkbox"/>            |  <b>Quality Programs &amp; Amenities</b> |
| <input type="checkbox"/>            |  <b>Engaged Community</b>                            | <input type="checkbox"/>            |  <b>Healthy Workforce</b>                |
| <input type="checkbox"/>            |  <b>Supportive Technology</b>                       | <input type="checkbox"/>            |  <b>Collaborative Regional Partner</b>  |

**INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN THE CITY OF LOUISVILLE  
AND CLIFTONLARSONALLEN LLP  
FOR UTILITY BILLING SERVICES**

**1.0 PARTIES**

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the **City of Louisville**, a Colorado home rule municipal corporation, hereinafter referred to as the "City", and **CliftonLarsonAllen LLP** a limited liability partnership formed in Minnesota, hereinafter referred to as the "Contractor".

**2.0 RECITALS AND PURPOSE**

- 2.1 The City desires to engage the Contractor for the purpose of providing utility billing services as further set forth in the Contractor's Scope of Services (which services are hereinafter referred to as the "Services").
- 2.2 The Contractor represents that it has the special expertise, qualifications, and background necessary to complete the Services.

**3.0 SCOPE OF SERVICES**

The Contractor agrees to provide the City with the specific Services and to perform the specific tasks, duties and responsibilities set forth in Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference. Contractor shall furnish all tools, labor and supplies in such quantities and of the proper quality as are necessary to professionally and timely perform the Services. Contractor acknowledges that this Agreement does not grant any exclusive privilege or right to supply Services to the City.

**4.0 COMPENSATION**

- 4.1 The City shall pay the Contractor for Services under this Agreement a total not to exceed the amounts set forth in Exhibit "A" attached hereto and incorporated herein by this reference. For Services compensated at hourly or per unit rates, or on a per-task basis, such rates or costs per task shall not exceed the amounts set forth in Exhibit A. The City shall not pay mileage and other reimbursable expenses (such as meals, parking, travel expenses, necessary memberships, etc.), unless such expenses are (1) clearly set forth in the Scope of Services, and (2) necessary for performance of the Services ("Pre-Approved Expenses"). The foregoing amounts of compensation shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, overhead, administration, profits, expenses, and outside Contractor fees. The Scope of Services and payment therefor shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any Services which exceeds the amount payable under the terms of this Agreement.
- 4.2 The Contractor shall submit monthly an invoice to the City for Services rendered and a detailed expense report for Pre-Approved Expenses incurred during the previous month. The invoice shall document the Services provided during the preceding month, identifying

by work category and subcategory the work and tasks performed and such other information as may be required by the City. The Contractor shall provide such additional backup documentation as may be required by the City. The City shall pay the invoice within thirty (30) days of receipt unless the Services or the documentation therefor are unsatisfactory. Payments made after thirty (30) days may be assessed an interest charge of one percent (1%) per month unless the delay in payment resulted from unsatisfactory work or documentation therefor.

## **5.0 PROJECT REPRESENTATION**

- 5.1 The City designates Ryder Bailey as the responsible City staff to provide direction to the Contractor during the conduct of the Services. The Contractor shall comply with the directions given by Ryder Bailey and such person's designees.
- 5.2 The Contractor designates Matt Urkoski as its project manager and as the principal in charge who shall be providing the Services under this Agreement. Should any of the representatives be replaced, particularly Matt Urkoski, and such replacement require the City or the Contractor to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

## **6.0 TERM**

- 6.1 The term of this Agreement shall be from the Effective Date to December 31, 2025, unless sooner terminated pursuant to Section 13, below. The Contractor's Services under this Agreement shall commence on [(the Effective Date) or (on another date desired by the City, after the Effective Date)] and Contractor shall proceed with diligence and promptness so that the Services are completed in a timely fashion consistent with the City's requirements.
- 6.2 Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the City within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the City under this Agreement are subject to annual budgeting and appropriation by the Louisville City Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate effective December 31 of the then-current fiscal year.

## **7.0 INSURANCE**

- 7.1 The Contractor agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 7.1.1 through 7.1.3. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages required below shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder. The required coverages are:

- 7.1.1 Workers' Compensation insurance as required by the Labor Code of the State of Colorado and Employers Liability Insurance. Evidence of qualified self-insured status may be substituted.
- 7.1.2 General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insureds, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.
- 7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$400,000 per person in any one occurrence and \$1,000,000 for two or more persons in any one occurrence, and auto property damage insurance of at least \$50,000 per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Contractor providing services to the City of Louisville under this contract.
- 7.2 The Contractor's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Contractor. Such policies shall contain a severability of interests provision. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
- 7.3 Certificates of insurance shall be provided by the Contractor as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- 7.4 Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the City.
- 7.5 The parties understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

## **8.0 INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City, and its elected and appointed officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services hereunder, if such injury, loss, or damage is caused by the negligent act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands. The Contractor shall further bear all other costs and expenses incurred by the City or Contractor and related to any such liability, claims and demands, including but not limited to court costs, expert witness fees and attorneys' fees if the court determines that these incurred costs and expenses are related to such negligent acts, errors, and omissions or other fault of the Contractor. The City shall be entitled to its costs and attorneys' fees incurred in any action to enforce the provisions of this Section 8.0. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

## **9.0 QUALITY OF WORK**

- 9.1 Contractor's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City
- 9.2 Contractor shall not be liable for the negligent acts or omissions of the City, its officers, or employees
- 9.3 In no event shall Contractor, its partners, principals, directors, officers, employees, and agents (each a "Contractor party") be liable to the City for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill. The foregoing limitation is not applicable for any audit or examination services provided to the City
- 9.4 To the extent permitted by law, the parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this Agreement or the Services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by one Party against the other Party must be commenced within twenty-four (24) months ("Limitation Period") of the date when Contractor delivers the Services under this Agreement to the City, or the Party shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. The Limitation Period applies and begins to run even if the Party has not suffered any damage or loss or has not become aware of the existence or possible existence of a dispute. The foregoing time limitation is not applicable for any audit or examination services provided to the City

## **10.0 INDEPENDENT CONTRACTOR**

It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of the City, and that:

- 10.1. **CONTRACTOR SHALL SATISFY ALL TAX AND OTHER GOVERNMENTALLY IMPOSED RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, PAYMENT OF STATE, FEDERAL AND SOCIAL SECURITY TAXES, UNEMPLOYMENT TAXES, WORKERS' COMPENSATION AND SELF-EMPLOYMENT TAXES. NO STATE, FEDERAL OR LOCAL TAXES OF ANY KIND SHALL BE WITHHELD OR PAID BY THE CITY.**
- 10.2. **CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS EXCEPT AS MAY BE PROVIDED BY THE INDEPENDENT CONTRACTOR NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY THE INDEPENDENT CONTRACTOR OR SOME ENTITY OTHER THAN THE CITY.**
- 10.3. Contractor does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.
- 10.4. Contractor has and retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder.

- 10.5. The City will not provide training or instruction to Contractor or any of its employees regarding the performance of the Services hereunder.
- 10.6. Neither the Contractor nor any of its officers or employees will receive benefits of any type from the City.
- 10.7. Contractor represents that it is engaged in providing similar services to other clients and/or the general public and is not required to work exclusively for the City.
- 10.8. All Services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the proper and sole performance thereof.
- 10.9. Contractor will not combine its business operations in any way with the City's business operations and each party shall maintain their operations as separate and distinct.

#### **11.0 ASSIGNMENT**

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

#### **12.0 DEFAULT**

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

#### **13.0 TERMINATION**

- 13.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.
- 13.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (15) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

#### **14.0 INSPECTION AND AUDIT**

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

#### **15.0 DOCUMENTS**



All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Contractor shall not provide copies of any such material to any other party without the prior written consent of the City. Contractor shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

## **16.0 ENFORCEMENT**

- 16.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.
- 16.2 This Agreement shall be deemed entered into in Boulder County, Colorado, and shall be governed by and interpreted under the laws of the State of Colorado. Any action arising out of, in connection with, or relating to this Agreement shall be filed in the courts of Boulder County or the federal district court for the District of Colorado, and in no other court. [If out of state contractor: Contractor hereby waives its right to challenge the personal jurisdiction of the courts of Boulder County and the federal district court for the District of Colorado over it.] Colorado law shall apply to the construction and enforcement of this Agreement.

## **17.0 COMPLIANCE WITH LAWS**

Contractor shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

## **18.0 INTEGRATION AND AMENDMENT**

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

## **19.0 NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be given by hand delivery, by United States first class mail, postage prepaid, registered or certified, return receipt requested, by national overnight carrier, or by email transmission, addressed to the party for whom it is intended at the following address:

If to the City:

City of Louisville  
Attn: Ryder Bailey  
749 Main Street

Louisville, CO 80027  
e-mail: rbailey@louisvilleco.gov

If to the Contractor:

CliftonLarsonAllen, LLP  
Attn: Matthew J. Urkoski  
8390 E. Crescent Pkwy, Ste 300  
Greenwood Village, CO 80111  
e-mail: Matt.Urkoski@claconnect.com

Except for notices by email transmission, any notice required or permitted under this Agreement shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail. Notices by email transmission shall be effective on transmission, so long as no message of error or non-receipt is received by the party giving notice. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

## **20.0 EQUAL OPPORTUNITY EMPLOYER**

- a) Contractor will not discriminate against any employee or applicant for employment because of age 40 and over, race, sex, color, religion, national origin, disability, genetic information, sexual orientation, veteran status, or any other applicable status protected by state or local law. Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to any status set forth in the preceding sentence. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Laws.
- b) Contractor shall be in compliance with the applicable provisions of the American with Disabilities Act as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.

## **21.0 NO THIRD PARTY BENEFICIARIES**

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

## **22.0 SUBCONTRACTORS**

Contractor may utilize subcontractors identified in its qualifications submittal to assist with non-specialized works as necessary to complete projects. Contractor will submit any proposed subcontractor and the description of its services to the City for approval. The City will not work directly with subcontractors.

### **23.0 AUTHORITY TO BIND**

Each of the persons signing below on behalf of any party hereby represents and warrants that such person is signing with full and complete authority to bind the party on whose behalf of whom such person is signing, to each and every term of this Agreement.

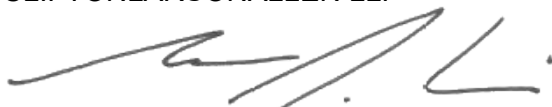
In witness whereof, the parties have executed this Agreement to be effective as of the day and year first above written.

CITY OF LOUISVILLE

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

Attest: \_\_\_\_\_  
City Clerk

CLIFTONLARSONALLEN LLP

A handwritten signature in dark ink, appearing to read 'M. J. Urkoski', written over a horizontal line.

By: Matthew J. Urkoski  
Title: Principal - CLA

**Exhibit A – Scope of Services**

**[See Following Page(s)]**

Mr. Ryder Bailey, Director of Finance  
City of Louisville  
749 Main Street  
Louisville, CO 80027

Date: 10/7/2024

Dear Ryder:

Thank you for the opportunity to provide you with the attached agreement for utility billing accountant services for the City of Louisville.

CLA staff will be based primarily out of the Denver Tech Center (DTC) for client servicing purposes during the 2025 calendar year. CLA will maintain limited on-site office hours, up to 3 hours per week. The day and time of the office hours will continue to be mutually agreed upon by both parties on an ongoing basis.

The scope of work that we will provide is as follows:

- Import of bi-weekly meter read upload data
- Prepare bi-weekly cycle bills for customers
- Print and mail billing to customers
- Monthly AR reporting
- Review delinquent reports prior to processing red tags and shut offs for accuracy
- Interface and assist the Operations department and Front Desk with the delinquent processes based on City's established process and policies
- Communication with title companies for transfer procedures
- Assist with customer service dispute resolution
- Provide Finance Director with monthly Utility Billing call volume reports
- Interface with Operations department
- General oversight of system maintenance (billing system)
  - Any system maintenance mutually agreed to be above and beyond the standard scope of our contract (listed above) will be billed in addition to the standard contract. Such an arrangement will be agreed upon prior to initiation of the project
  - *The City Meter Replacement Project will be considered out of scope and charged at 50% of the hourly rate of the specific CLA team member performing the work*

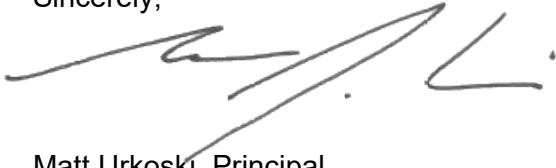
This engagement shall also provide that more than one person within CLA will be familiar with the operations of the City of Louisville's utility billing system.

The fee to provide the aforementioned services is \$8,900 per month. This fee is inclusive of maintaining at least one staff person available to service the City from 8am to 5pm MT, Monday through Friday, as well as limited on-site office hours up to 3 hours per week. Exceptions to the availability listed above shall only include regularly scheduled holidays, in which CLA will be closed. CLA's regular holiday schedule consists of New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Years Eve.

A "Technology and Client Support Fee" of five percent (5%) in addition of all professional fees billed will also remain as part of our engagement.

We deeply value our relationship with the City and look forward to providing this essential service to your community.

Sincerely,

A handwritten signature in dark ink, appearing to read 'M. Urkoski', with a stylized flourish at the end.

Matt Urkoski, Principal  
CliftonLarsonAllen, LLP