

SBURA Meeting

Tuesday 08.04.26 6:30 p.m.

Public Welcome – Location:

Billings Hotel and Convention Center

1223 Mallowney Lane, Billings, MT

Virtual – Zoom: <https://www.southbillings.org/meetings>

Attendees:

Agenda:

1. Call to order: Scott Hanser
 - a. Courtesies: Welcome Visitors
 - b. Meeting Protocol: Visitors wishing to be recognized should raise their hand. Unrecognized remarks will not be acknowledged. Those wishing to offer public comment will be limited to three minutes.
 - c. Agenda Additions/Deletions:
2. Approval of 06.02.26 meeting minutes: Scott Hanser ACTION
3. Approval of 06.18.26 special meeting minutes: Scott Hanser ACTION
4. Hiring Committee Recommendation for Consultant RFP- Stefan Cattarin ACTION
5. Approval of Tax Form 990- Mike Mayott ACTION
6. Public comment on non-agenda items: INFORMATION
7. Adjourn

CONSULTING AGREEMENT

This Consulting Agreement (the “Agreement” is dated August 4, 2026 (the “Agreement Date”), and is between South Billings Urban Renewal Association, a Montana nonprofit corporation (the “Association”), and Set Bookkeeping Services Inc, a Montana corporation. (“Consultant”) Sara Trautmann (“Trautmann”) is signing this Agreement only regarding the section with the descriptive heading Independent Contractor.

The City of Billings (the “City”) created the South Billings Boulevard Urban Renewal District (the “District”) as an urban renewal area that generates tax increment funds (those funds, the “District Funds”). The Association advises the City on District matters and assists with District revitalization efforts, all as provided under a Memorandum of Understanding between the Association and the City (the “MOU”). The Association has no employees and acts through its uncompensated volunteer Board of Directors (the “Board”). To fulfill its obligations under the MOU and accomplish other Association objectives, the Association wants to engage the Consultant to perform professional services and compensate the Consultant with District Funds (those services, the “Services”).

The parties therefore agree as follows:

1. **Term.** The term of this Agreement (the “Term”) begins on the Agreement Date and ends on the earliest of these events to occur: (1) August 3, 2027; or (2) a party terminates this Agreement as provided in the section with the descriptive heading Termination.
2. **Services.** The Consultant shall perform the Services for the Association, which consist of: (1) facilitating the Association’s performance of its obligations under the MOU; (2) collaborating with community stakeholders and others to further Association objectives; (3) conducting community outreach activity on the Association’s behalf; (4) attending Board meetings and other Association functions; (5) attending City council meetings to report on Association activities; (6) organizing ongoing Association work and projects; (7) advising and making recommendations to the Board about Association matters; and (8) other activity as the Board requests. There is no set schedule regarding the days or hours within which the Consultant must perform the Services. The Consultant anticipates and expects to perform consulting services for others, and this Agreement does not preclude it from doing so, unless doing so would create a conflict of interest between the Consultant and the Association. The Consultant shall perform the Services through Trautmann in her capacity as a member, manager, or employee

of the Consultant and if it wants someone other than Trautmann to do so, it must first obtain Association consent. In performing the Services, the Consultant shall not violate any laws, statutes, codes, ordinances, rules, or regulations. The Association owns all products, rights, information, and documentation, regardless of the format, generated, originated, or prepared by the Consultant while performing the Services, which constitute works for hire.

3. Fees and Expenses. in exchange for the Services, the Association shall pay the Consultant a fee of \$6,250 per calendar month from the District Funds (the “Fee”). The Fee is payable in arrears on the tenth of each month during the Term. If the Term begins or ends on other than on the last day of a calendar month, the parties shall prorate the Fee for those partial months. The Association will make no withholdings from the Fee and the Consultant is responsible to pay all taxes and make withholdings arising from or relating to the Fee. The Consultant will not receive health, retirement, insurance, or other benefits from the Association. The Consultant shall furnish and pay for all materials, equipment, office space, office products, telephones, software, hardware, vehicles, and other means for the Consultant to perform the services. The Association shall not reimburse the Consultant for the matters in the preceding sentence but shall reimburse the Consultant for reasonable expenses the Consultant incurs for travel, meals, and lodging while providing the Services, but only to the extent the Association pre-approves them (those pre-approved items, the “Expenses”). By the fifth day of each month, the Consultant shall deliver the Association an itemized invoice for the Fee for the immediately preceding calendar month and the Expenses the Consultant incurs during the immediately preceding calendar month, together with copies of the receipts supporting the Expenses. The Association shall pay the invoice on the tenth day of the same month it receives the invoice from the Consultant.

4. Insurance. The Consultant shall meet and pay for any obligations the Consultant may have pertaining to unemployment insurance and worker’s compensation insurance and furnish the Association with proof it has that insurance in place, and again each time there are updates, renewals, extensions, or reissuances of those coverages. The Consultant may procure and pay for any professional liability, errors and omissions, or commercial general liability insurance coverage as the Consultant deems appropriate. In its discretion, the Association may elect to name the Consultant as named or additional insured on its directors and officers liability insurance policy. The cost and premiums the Consultant incurs for the insurance coverage under this section are not Expenses.

5. Independent Contractor. Neither this Agreement nor the performance the Services constitutes or creates an employment relationship between the Association and the

Consultant or the Association and Trautmann. The Consultant and Trautmann state to the Association that: (1) they possess a valid Independent Contractor Exemption Certificate issued by the Montana Department of Labor and Industry covering each of them (the "Certificate"); (2) the copy of the Certificate they provided to the Association is complete and accurate; (3) the information on the application they submitted to obtain the Certificate is accurate; (4) the Consultant is an independent contractor of the Association; (5) the Consultant validly exists under Montana law; and (6) Trautmann is the sole member of the Consultant. The Consultant shall: {1} pay all fees, perform the activities, and otherwise meet the requirements to ensure the Certificate remains valid during the Term; (2) furnish the Association with copies of any Certificate updates, renewals, extensions, and reissuances; (3) maintain its status as independent contractor of the Association. The Consultant and Trautmann shall: (1) maintain the Consultant's corporate existence during the Term; (2) follow the Montana Limited Liability Act in conducting the Consultant's corporate affairs; and (3) shall maintain a formal legal separation between the Consultant's affairs and Trautmann's personal affairs. Trautmann acknowledges that she: (1) is signing this Agreement for the sole purpose of this section but otherwise has no contractual, consulting, or employment relationship with the Association in her individual capacity; (2) is not a third-party beneficiary of this Agreement and has no claim, cause of action, entitlement, or any other right relating to or arising from this Agreement; and (3) is performing the Services on the Consultant's behalf. Trautmann shall not engage in any activity that would (1) create a conflict of interest between Trautmann and the Association; (2) cause the Association to violate the MOU, or (3) create a conflict of interest under City of Billings policies or applicable Montana law. If a legal, administrative, or regulatory proceeding arises relating to this Agreement, the parties would want a court, hearings officer, or other official to determine that the Consultant's independent contractor status is valid and that neither the Consultant and the Association, nor Trautmann and the Association, have an employment relationship with one another.

6. Authority. The Consultant does not have the authority to legally bind the Association or sign contracts on the Association's behalf and shall not do so. The Association exercises its corporate powers under the authority of the Board, which administers and manages Association affairs. The Board may delegate some or all the administration and management of those affairs to the Consultant but: (1) those affairs remain subject to the Board's control; and (2) a Board officer or officers must sign Association contracts. Regarding matters relating to furnishing the Services, the Consultant shall interface with the Board. Because the Board conducts its regular Board meetings monthly, on day-to-day matters, issues, and other activity on which the Consultant requires more frequent or immediate feedback from the Board, the Consultant shall interface with the President of the Board or other Board officers as the President or the Board advises.

7. Termination. Either party may terminate this Agreement by providing the other party with 30 days' notice. This Agreement terminates if Trautmann dies unless the Association authorizes another member, manager, or employee of the Consultant through which the Consultant may perform the Services. If a party breaches this Agreement, the non-breaching party may notify the breaching party about the breach. This Agreement terminates if the breaching party fails to cure the breach within 30 days after the date of the notice. If the Consultant breaches this Agreement, its sole remedy is to pursue the Association for money damages, and it has no right to pursue injunctive or other relief. Neither party will be liable for damages arising under or relating to this Agreement other than breach-of-contract damages, which are limited to those the breaching party could have reasonably foreseen on entry into this Agreement. Other than Fees or Expenses the Association owes the Consultant, the Association's maximum liability for any cause, claim, damage, or liability relating to or arising under this Agreement is \$10,000. In any adversarial proceeding between the parties arising out of this Agreement, the prevailing party may recover from the other party, besides any other relief awarded, all court filing fees, court costs, witness fees, and attorneys' and other professionals' fees and disbursements including legal fees and expenses the prevailing party incurs.

8. Notices. For a notice, consent, or other communication under this Agreement to be valid, it must be in writing and delivered to the address below by: (1) hand; (2) a national courier, with all fees prepaid; or (3) registered or certified mail, return receipt requested and postage prepaid. A party wishing to change that party's address designated below shall do so by providing notice as provided in this section and upon providing valid notification of that change, later notices or other communications to that party must reflect changed address to be valid.

To the Consultant: Attn: Sara Trautmann
7 Whistler Way
Billings, MT 59106

To the Association: Attn: Scott Hanser
PO Box 21271
Billings, MT 59108

9. Modification; Waiver. No amendment of this Agreement will be effective unless it is in writing and signed by the parties. No waiver of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the waiver, and that waiver will not constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

10. **Severability.** The parties intend: (1) that if any provision of this Agreement is held to be unenforceable, then that provision will be modified to the minimum extent to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded; (2) that if an unenforceable provision is modified or disregarded under this section, then the rest of this Agreement will remain in effect as written; and (3) that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable.

11. **Entire Agreement.** This Agreement constitutes the entire understanding between the parties regarding the subject of this Agreement and supersedes all other agreements, whether written or oral, between the parties.

12. **Assignment.** Neither party may assign this Agreement any assignment in violation of this section is void.

13. **Relationship of the Parties.** This Agreement does not create or establish any partnership, joint venture or similar relationship or arrangement between the parties. This Agreement does not, and the parties do not intend to confer any rights or remedies upon any nonparty.

14. **Governing Law.** Montana law governs this Agreement.

15. **Survival.** These matters will survive the expiration or termination of this Agreement: (1) the part of the section with the descriptive heading Services pertaining to Works for Hire; and (2) the sections with the descriptive headings Fees and Expenses, insurance, Independent Contractor, Authority, and Termination.

16. **Counterparts.** The parties may sign this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one instrument. Delivery of a signed counterpart signature page by fax or by scanned image as an attachment to e-mail is as effective as doing so in the presence of the other parties to this Agreement.

The parties are signing this Agreement as of the Agreement Date.

Scott Hanser, President

Date

SET Bookkeeping Services Inc

Date