

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

THIS AGREEMENT is made by and between KEH Consulting , LLC ("CONTRACTOR") and the Town of Whitestown, Indiana ("TOWN") in order to memorialize the parties understanding and agreement. The parties agree as follows:

1. Independent Contractor Status: CONTRACTOR acknowledges that he is not an employee of The TOWN, but is an independent contractor obligated only to perform the contracted services described in this agreement. CONTRACTOR is not entitled to any benefits which The TOWN provides to its employees (including but not limited to health/dental/disability/life insurance and paid vacation/sick/personal/holidays or any other benefits normally accorded to TOWN employees). This status as independent contractor is an essential term to this agreement. CONTRACTOR understands that he cannot serve as both an independent contractor and employee of The TOWN at the same time.

2. Services to be Performed: CONTRACTOR agrees to perform such duties as assigned by the Whitestown Public Works Director or Whitestown Town Manager, or their designees, and related functions for The TOWN at times mutually agreeable to the parties.

3. Fees for Services: In consideration of these services, The TOWN agrees to pay CONTRACTOR the sum of \$100.00 per hour for services. These amounts will be paid during the normal TOWN claims process for services provided during the term of this agreement.

4. No Agency or Employment: CONTRACTOR acknowledges that he is not an agent or representative of the TOWN. In addition, CONTRACTOR is responsible for paying his own expenses. CONTRACTOR agrees that he is solely responsible for the costs of the provision of these services. When approved by the Public Works Director or Town Manager, CONTRACTOR may use the equipment owned by TOWN and related to the provision of service by CONTRACTOR to the TOWN.

5. Income Tax: The TOWN is not responsible for and will not withhold any federal, state or local taxes, including but not limited to income taxes, social security taxes, Medicaid and Medicare taxes, unemployment taxes or other taxes. CONTRACTOR will be solely responsible for all such taxes which arise from the fees paid to him by the TOWN. The TOWN will provide to CONTRACTOR a Form 1099, as required by law, which will reflect the fees paid to him during the calendar year. Because the CONTRACTOR is not an employee, The TOWN will not provide a Form W-2 to it/him.

6. Term: The parties agree that this agreement will commence on January 1, 2023 and terminate on December 31, 2023, and will automatically renew annually thereafter unless terminated by either party. Either party may also terminate this agreement without cause or justification by providing to the other party written notice of the termination.

7. Indemnity: The CONTRACTOR shall hold harmless the TOWN from liability, demands, claims, losses and damages arising from the performance of services under this agreement.

8. Ownership of Documents and Materials: All documents or materials created or developed under this Agreement shall be considered "work for hire" and CONTRACTOR transfer any ownership claim to such materials to the TOWN and all such materials will be the property of the TOWN, and shall be provided to the TOWN upon request.

9. General: As modified by the Town of Whitestown Uniform Service Agreement Addendum, which is incorporated herein, this agreement contains the parties' entire agreement. No verbal agreements shall be binding. This agreement shall be binding upon and inure to the benefit of the parties' heirs, successors, assigns and personal representatives.

The parties have executed this agreement this 30 day of January, 2023.



Kenneth Hedge, Managing Member

By: _____

Jason Lawson, Town Manager

**TOWN OF WHITESTOWN
UNIFORM SERVICE AGREEMENT ADDENDUM**

KEH Consulting, LLC
Service Provider

Consulting
Type of Service

This Uniform Service Agreement Addendum is between the Town of Whitestown, Whitestown Municipal Utilities, and/or its agencies (collectively, "Whitestown") and KEH Consulting, LLC ("Provider"), and is regarding the terms and conditions of service to be rendered by Provider.

The following terms are incorporated into and shall supersede all inconsistent, contrary, or limiting terms in any contract, terms of service, product terms and conditions, operating agreement, or similar provisions that would govern or control the relationship of Whitestown and Provider or the provision of services by Provider. Provider is hereby put on notice that no agent of Whitestown is authorized to enter into a service agreement without incorporating the terms herein, and Whitestown accordingly is not bound by any service agreement/terms or liable to Provider, except in quantum meruit, unless all parties are bound by the terms herein, regardless of execution hereof.

1. Provider shall ensure that any confidential information, including but not limited to names, social security numbers, addresses, banking or financial information and/or other information deemed confidential by applicable laws, statutes, ordinances, and/or regulations, or otherwise not generally known and available to the public, is protected from disclosure to any unauthorized person or entity, unless otherwise required by federal, state, or local law, regulation, court order, legal process, or governmental investigation. Confidential information obtained by Provider as a result of services rendered to Whitestown may not be disseminated by Provider without the express written consent of Whitestown.

2. Provider shall comply with and obey all laws, regulations, ordinances, or orders of any governmental authority or agency relating to or regarding the provision of services by Provider to Whitestown.

3. Provider shall not discriminate against any worker, employer, or applicant for employment or any member of the public because of race, color, religion, gender, national origin, ancestry, age, disability, disabled veteran status, or Vietnam-era veteran status, nor commit any unfair employment practices.

4. Nothing shall be construed to create an employment relationship between Provider and Whitestown, or to place Whitestown in the relationship of the employer of, or grant Whitestown the right to direct or control employees of, the Provider.

5. Provider shall permit Whitestown and its duly authorized representatives, at Whitestown's sole cost and expense, to examine and cause to be made a complete audit, during normal business hours, of any and all records and reports which relate to the Provider's performance of its obligations or services to Whitestown.

6. Following the occurrence of any default, breach, other failure to perform requisite services, or an act of

negligence or misconduct causing damage to Whitestown, by Provider or any of its employees, agents, or contractors, Whitestown shall have every remedy now or hereafter existing at law or in equity or by statute or otherwise which may be available to Whitestown. Provider shall also pay all reasonable attorneys' fees incurred or imposed on Whitestown or any of its respective officials, agents, or employees in connection herewith in the event that the Provider defaults, breaches, or fails to perform requisite services.

7. Provider shall indemnify, defend, exculpate, and hold harmless Whitestown and its officials, employees, representatives, or agents from any and all liability due to loss, damage, injury, or other casualties of whatsoever kind or by whom so ever caused to the person or property of anyone resulting from the performance, breach, default, or negligence by Provider or arising out of or relating to any and all acts or omissions of the Provider or its employees, contractors, and agents.

8. Provider shall not assign its responsibility to Whitestown or any portion thereof without the prior written approval of Whitestown.

9. This Addendum may be amended, modified, supplemented, or waived only by a written instrument signed by Whitestown and Provider, following a full vote by the legislative body of Whitestown for the express purpose of revising this Addendum. Additional agreements, extensions, modifications, or addendums, including unilateral attempts to amend or impose additional terms on Whitestown, shall be subordinated to the terms herein.

10. If any action at law or in equity shall be brought to recover any sum due Whitestown from Provider or for on account of any breach of Provider's obligations to Whitestown, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed

Town of Whitestown, Indiana

Non-Disclosure Agreement

I understand that as a part of my work and/or representation conducted on behalf of or in connection with the Town of Whitestown, Indiana and/or Whitestown Municipal Utilities (“Whitestown”), I may have access to Confidential Information (as hereinafter defined). I understand that this Confidential Information greatly affects the success of Whitestown. I will not at any time or in any manner, either directly or indirectly, use, divulge, disclose, or communicate to any person, firm, or corporation any Confidential Information concerning matters affecting or relating to Whitestown.


As used herein “Confidential Information” shall be broadly construed and shall include, but is not limited to, any and all oral or written information, documentation, files, software, data, reports, product literature, prospects, and all other information utilized in Whitestown’s business (including information regarding Whitestown’s employees and independent contractors) or pertaining to the financial condition, business or litigation affairs, development, or business or litigation prospects of Whitestown heretofore or hereafter disclosed by Whitestown or its representatives or employees. All of the terms and provisions of this Agreement shall survive the termination of any relationship between Whitestown and me.

I agree that any breach of this Agreement shall entitle Whitestown to apply to a court of competent jurisdiction to enjoin any violation of this provision and recover damages, including but not limited to, all costs and attorneys’ fees, for any breach of these provisions, in addition to any other legal or equitable remedies available to it. I agree that this Agreement shall be construed, governed, interpreted, and enforced in accordance with the substantive laws of the State of Indiana; and that any disputes under this Agreement shall be subject to the exclusive jurisdiction and venue of the State of Indiana Courts in Boone County, Indiana.

Signature: 

Printed Full Name: Kenneth E Hedse

Date: 11/30/23

Witness: 

Printed Full Name: Nichole Hollingsworth

Date: 1-30-2023