Consulting Service Agreement for Town of Whitestown, Indiana

This **CONSULTING SERVICE AGREEMENT** (hereinafter referred to as the “**Agreement**”) is effective as of by and between December 18, 2023 Michael Doll, Doll Consulting Group (hereafter “**Consultant**”) and the Town of Whitestown (Hereafter “**Client**”) (collectively the “**Parties**” and each a “**Party**”).

WHEREAS, Client and Consultant desire to enter into a business relationship upon the terms and subject to the conditions set forth in this agreement; and

WHEREAS, each Party is duly authorized and capable of entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties, and obligations set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term**. The term of performance under this agreement shall begin December 18, 2023 and shall continue until Consultant completes his or her Services, as defined below, under this agreement (the “**Term**”).
2. **Compensation.**
3. **Hourly Rate**. Client hereby agrees to pay Consultant at an hourly rate of $100/hr. as compensation for Services rendered while Consultant is performing Services under this Agreement. The Hourly Rate will be capped at a stated amount of $25,000 ($10,000 Town and $7,500/Utility).
4. **Pay Period**. Consultant will be paid upon completion of the Services. The pay period may be adjusted from time to time by Client, in its sole discretion.
5. **Business Expense**. Consultant shall only be entitled to Travel Reimbursement for milage at the current Federal IRS Standard Milage Rate.
6. **Consultant Services**. Consultant is being hired by Client as a Capital Asset Valuation for Enhanced Regulatory Reporting. Consultant Services (the ‘Services”) to be performed under this agreement shall include: Doll Consulting Group will provide a detailed capital asset inventory list including computations for Enhanced Regulatory reporting requirements. This will include amounts for FY 2023 Beginning Balances, Additions and Deletions and Ending Balances for capital assets and depreciation to compute the Net Asset Value by asset classification. Client and Consultant shall negotiate the terms of compensation for any additional Services required by the Client if such additional Services require substantially more time, effort, or expense by consultant. Consultant is responsible for determining the method and means of performing the Service, subject to the parameters, specifications, objectives, and timeline given by Client. Consultant acknowledges that by virtue of Consultant’s position and responsibilities, Consultant will have fiduciary duties to Client and a duty of loyalty to Client and will, at all times, act in a manner consistent with these and abide by Client’s reasonable rules, regulations, instructions, and directions.
7. **Relationship of Parties**. Consultant is an independent contractor, not Client’s employee, and nothing in this agreement shall create an employment, agency, joint venture, or partnership relationship between the Parties. In addition, nothing in this agreement shall require the Parties to provide one another with Confidential Information or Trade Secrets in their possession.
8. **Termination**.
9. Not At-Will Contractor. Consultant is NOT an at will contractor, and this agreement may only be terminated as follows:

* For just cause, including without limitations, breaching a clause in this agreement.
* Upon the death of the Consultant
* Upon Client dissolving or becoming insolvent
* By mutual written agreement of the Parties

1. **Entire Agreement**. This Agreement Contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof.
2. **Governing Law and Venue**. To the extent not inconsistent with applicable law, Consultant acknowledges and agrees that this Agreement shall be governed by and construed with the laws of Indiana.
3. **Notice**. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested, to the Parties at the following addresses or any other Address as specified in writing by a Party:

Client Address

Town of Whitestown

6210 Veterans Dr.

Whitestown IN 46075

CONSULTANT’S ADDRESS

11242 s 100 e

Battle Ground, IN 47920

1. **Intellectual Property**. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents and patents (collectively, "intellectual property"):

* Consultant's Intellectual Property. Doll Consulting holds an interest in the Intellectual property that is described as software and hardware, and which is not subject to this agreement.
* Development of Intellectual Property. Any improvements to Intellectual Property, further inventions, or improvements, and any new items of intellectual property discovered or developed by Doll Consulting (or Doll Consulting employees, if any) during the term of this agreement shall be the property of Doll Consulting.

1. **Confidentiality**. Both parties to this agreement recognize that each will have the following information:
2. process information
3. trade secrets
4. technical information
5. copyrights

and other proprietary information (collectively, "Information") which are valuable, special, and unique assets and need to be protected from improper disclosure. Both parties agree "Information" will not at any time or in any manner, either directly or indirectly, be divulged, disclosed, or communicated in any manner to any third party without prior written consent. Both parties will protect the Information and treat it as strictly confidential.

**IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND HEREBY, CONSULTANT AND CLIENT EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH BELOW.**

CONSULTANT

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



Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_



CLIENT

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

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_