CONSULTING AGREEMENT

This agreement dated as of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the town of Whitestown, IN (hereinafter the “town”) and Gregory A. Ballard & Associates LLC (hereinafter the “consultant”) located in Whitestown, IN is in effect upon the signatures of the designated parties.

SERVICES

The town hereby retains the services of the consultant and the consultant agrees to perform the services as designated below:

* Work with/provide expertise to the town manager of Whitestown.
* Advise both the town council and the town manager on best practices.
* As necessary and feasible, connect with other government agencies and individuals in furtherance of the town’s interest and goals.
* Assist the town council and town manager in planning the future of Whitestown to include economic development and urban design.

RELATIONSHIP BETWEEN THE PARTIES

Consultant is retained by the town only for the purposes set herein. The consultant does not have the right, power, or authority to enter into any agreement, contract, or obligation on behalf of the town. The consultant will act as an independent contractor and will not hold itself out as an employee of the town.

Because the consultant is an independent contractor, the town will not deduct or withhold from the fee payable to the consultant any federal, state, or local taxes, or Federal Insurance Contribution Act (FICA) taxes or any other employment tax. Nor will it pay on behalf of the consultant any FICA taxes or Federal Unemployment Tax Act taxes or any other employment tax. It will be the sole responsibility of the consultant to pay all applicable federal, state, and local income taxes, any Self- Employment Contribution Act (SECA) taxes and any other employment taxes that are owed with respect to the fee payable to the consultant. The consultant shall indemnify and hold harmless the town from any and all liability costs or expenses incurred or imposed as a result of any failure of the consultant to comply with his obligations.

The consultant understands and agrees that as an independent contractor, it shall not be entitled to, nor shall make claim to rights or fringe benefits offered to employees of the town.

In the event that the performance of the services requires travel, the consultant shall solely be responsible for injuries, emergencies, and or death to the consultant that may occur while traveling.

Consultant and the town understand and acknowledges that:

* Consultant retains the right to perform services for others during the term of this agreement.
* Consultant has the sole right to control the method, means, manner, and details of how the services will be performed. It may select the starting and quitting times, days of work, and order the work is performed.
* Consultant will furnish, at consultant’s expense, the equipment supplies and other materials used to perform the services. The town will provide consultant with access to its premises and equipment to the extent necessary for the performance of the services, to include a desk and office.
* Consultant will advise the town if additional expense will be required to provide additional, specific services. A separate agreement will be entered into by both parties before work and services are to be performed.
* Consultant has the right to hire assistants and subcontractors to provide the services for the town if no extra expense will be incurred by the town. The town may not control or direct these assistants or subcontractors.
* Consultant is not required to devote full time to the performance of the services required by this agreement.

Consultant agrees to abide by the rules and regulations applicable to working with the town.

Signees below confirm they have authorization to sign on behalf of the consultant and the town.

TERM OF THE AGREEMENT

This agreement shall commence on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

This agreement shall terminate on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ or by mutual agreement between the parties.

Either party may terminate this agreement with two weeks’ notice.

Both town and consultant agree that confidential and non-public information shall remain private. Both parties agree that inflammatory or disparaging remarks will not be allowed publicly.

At the end of this agreement, consultant shall turn over all work product requested by the city not to include consultant’s proprietary work practices or information.

This agreement will be governed by the laws of the state of Indiana.

PAYMENT

Town shall pay the consultant a fee of $2000 per week for services agreed upon. The consultant will spend a minimum of ten hours of work per week for town.

Town will also pay agreed upon outside expenses such as travel or additional expert services performed by subcontracted parties.

LIABILITY

Both parties agree that the consultant’s expertise will be provided as potential input to town’s decision-making and that the consultant will not be held liable for decisions made by the town.

CONSULTANT WARRANTIES

The consultant has the appropriate knowledge and expertise to perform the services.

The consultant is legally eligible to work in the United States and the state of Indiana.

Consultant will not represent themselves as agents or representative of the town.

Consultant will comply with town’s standard practices and procedures.

Consultant will pass any required background or reference investigation.

Consultant will not enter into any subcontracts of assignments that would add cost to this contract without the written permission of the town.

In witness whereof, the parties hereto have executed this agreement as of the date written above.

Name

Title

Name

Title