

**AGREEMENT FOR
FINANCIAL AND ACCOUNTING CONSULTATION SERVICES**

THIS AGREEMENT is made as of February 16, 2022, by and between the Town of Dayton, Indiana, a body corporate and politic (“the Town”), and Larry Tippin, CPA, a sole proprietor (“Consultant”).

RECITALS

A. This Agreement acknowledges that the Town has secured the offer of Consultant to perform the accounting and financial services as described herein.

B. The Town desires to utilize the services of Consultant as an independent contractor for financial and accounting consultation for the Town for the year ended December 31, 2022.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience, training, education and expertise.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant’s Services.

Scope and Level of Services. Beginning on February 16, 2022, and ending on or about December 31, 2022, the Contractor will provide one or more of the following services, (collectively the “Services”) when requested by the Town:

Accounting services as specified in IC 36-5-6-9 including, but not limited to, assistance with updating the Town’s accounting records, preparation of monthly accounting and reporting requirements, including uploading the required reports to the State’s reporting system known as Gateway, annual budget preparation, reports to reporting agencies such as, but not limited to, tax reports to the Internal Revenue Service and the Indiana Department of Revenue, and other accounting services mutually agreed to between the town and the Consultant.

2. Term of Agreement.

This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect until the services required hereunder have been completed satisfactorily by Consultant.

3. Compensation. The Town agrees to compensate Consultant for its services at the rate of \$75 per hour and any incidental expenses agreed to between the Town and the Consultant. It is estimated that the services provided will encompass approximately 50 to 200 hours of service and may be adjusted or amended by the Consultant and the Town upon mutual consent of both parties.

4. Standard of Performance. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Town. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

5. Status as Independent Contractor. Consultant is and shall at all times remain as to the Town, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the Town or otherwise act on behalf of the Town as an agent. Neither the Town nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of the Town. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold the Town harmless from any and all taxes, assessments, penalties, and interest asserted against the Town by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees.

6. Confidentiality. Consultant, in the course of its duties, may have access to financial, accounting, statistical, and personal data of private individuals and employees of the Town. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by the Town. The Town shall grant such authorization if disclosure is required by law. Upon request, all the Town data shall be returned to the Town upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

7. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of its services pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" in any decision made by the Town on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with the Town.

8. Insurance

Consultant shall at its own expense maintain in effect during the term of this contract the following insurance:

General Liability, including automobile coverage naming the Town as an Additional Insured and be given a 30-day notice of cancellation, non-renewal or significant change of coverage.

Consultant's insurance shall be written on a "primary" basis and the Town's insurance program shall be in excess of all of Consultant's available coverage.

Worker's Compensation at the statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of the Town.

Professional Liability for protection against claims arising out of the performance of professional services caused by negligent error, omission, or act.

The Consultant shall provide to the Town Certificates of Insurance indicating the aforesaid coverage upon request.

9. Indemnification.

Consultant shall defend, hold harmless and indemnify the Town, its Council members, officers, employees, and agents, its constituent local public entities, and its constituent members' respective officers, employees, and agents (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

10. Termination. The Town shall have the right to terminate the services of Consultant at any time or for any reason upon 5 calendar day's written notice to Consultant. In the event this Agreement is terminated by the Town, Consultant shall be paid for any services properly performed to the last working day the Agreement is in effect, and Consultant shall have no other claim against the Town by reason of such termination, including, but not limited to, any claim for compensation.

11. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability or sexual orientation.

12. Assignability; Subcontracting. Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of the Town, and any attempt by

Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Compliance with Laws. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

14. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the Town of any payment to Consultant constitute or be construed as a waiver by the Town of any breach of this Agreement, or any default which may then exist on the part of Consultant, and the making of any such payment by the Town shall in no way impair or prejudice any right or remedy available to the Town with regard to such breach or default.

15. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between the Town and Consultant. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“the Town”

ATTEST:

By:

The Town

“Consultant”

Larry Tippin, CPA

A sole proprietor