

AGREEMENT FOR CONSULTING SERVICES

This agreement, effective the 8th day of August, 2023, is made by and between the Town of McCordsville, 6280 W. 800 N., McCordsville, Indiana 46055 (herein referred to as TOWN), on the one part, and Michael A. Reuter Consulting Services, Inc., currently located at 14108 Waterway Blvd., Fishers, Indiana 46040 (herein referred to as CONSULTANT). Under the terms of this agreement, Michael A. Reuter Consulting Services, Inc., will serve as the principle service provider.

RECITALS

WHEREAS, the CONSULTANT has certain knowledge, skills and expertise in various areas of concern and interest to the TOWN; and

WHEREAS, the TOWN wishes to avail itself of the CONSULTANT'S talent, advise, skills and expertise during the term of this agreement to provide certain consulting services and may from time to time be requested by the Town Board, or their designee's;

NOW THEREFORE, in consideration of the above recitals, the terms and covenants of this agreement, and other valuable consideration, the parties agree as follows:

SECTION ONE

SERVICES

During the term of this agreement the TOWN engages the CONSULTANT to perform the consulting services outlined below, and the CONSULTANT agrees to provide such services at reasonable times and places. The TOWN understands that Michael A. Reuter Consulting Services, Inc., will primarily complete the services provided under this agreement. In this regard, the TOWN understands and agrees that although Michael A. Reuter Consulting Services, Inc. will primarily perform the duties and responsibilities outlined in this agreement, it may be necessary for Michael A. Reuter Consulting Services, Inc., to engage other competent individuals to assist Michael A. Reuter Consulting Services, Inc. Michael A. Reuter Consulting Services, Inc., shall be responsible for the adequate supervision and for compensating any such individuals who are engaged to assist in the performance of this agreement.

The services provided by Michael A. Reuter Consulting Services, Inc., shall consist of this following:

- **PREPARE A FISCAL PLAN FOR INTERNAL MANAGEMENT USE** -- Michael A. Reuter is to provide the TOWN with the following services in relationship to the fiscal plan:
 1. Supply a fiscal plan containing the revenues and expenditures of all major funds for the upcoming three years, which would include briefing/discussions concerning the financial condition of the TOWN.

2. Conduct research and analysis on specific financial issues/policies that do or could impact the TOWN. Make presentations at Town Board meetings or other designated meetings or events that TOWN choose. The CONSULTANT will clarify certain funding or budgetary issues, and/or provide information on related policy matters.
 3. Provide consultation on budget decisions in conjunction with how the funding (or other policies) may impact the TOWN.
- **A MEETING** -- Michael A. Reuter will meet with the TOWN as reasonably requested including appearing at a Town Council Meeting to summarize the findings and recommendations for the Town Council..

SECTION TWO

DURATION AND TERMINATION

This agreement shall commence upon the effective date listed at the beginning of this agreement, and shall continue through December 31, 2023. In addition to terminating at the end of such period, this agreement may be terminated pursuant to the following:

1. Upon the death or incapacity of Michael A. Reuter or any person employed by the CONSULTANT who, in the sole opinion of the TOWN, was essential for the successful performance of the CONSULTANT'S obligations under this agreement. TOWN shall provide the CONSULTANT with thirty (30) days written notice should it wish to exercise termination of this agreement under this clause;
2. Immediately if the TOWN or Michael A. Reuter Consulting Services, Inc., cease to function as the entities or in the capacity contemplated under this agreement.
3. With 30 days prior written notice to cure in the event that the services and work provided by the CONSULTANT or the Consultant's employees fails to meet the standards of qualify and response previously established by CONSULTANT.

If termination occurs for any reason under this Section of the agreement, the TOWN shall pay to the CONSULTANT full compensation for all services performed and reasonable expenses incurred by the CONSULTANT up until the time of termination.

SECTION THREE

COMPENSATION

Payment for the CONSULTANT'S services shall be made in two monthly installments of \$2,750.00. The first payment shall start on November 30, 2023. The second payment would be December 31, 2023.

The CONSULTANT shall submit a invoice to the TOWN for the CONSULTANT'S services, with such invoice to be based upon the payment schedule above. Payments under this agreement for all services shall be made by the TOWN to Michael A. Reuter Consulting Services, Inc.

The maximum amount to be paid by the TOWN for services under this agreement is \$5,500.00. If the CONSULTANT finds something to be beyond the scope of this contract, the CONSULTANT will inform the TOWN of any additional costs before services are rendered.

SECTION FOUR

ASSIGNMENT

The rights of the parties to this agreement are personal to the parties and may not be assigned to any other person, corporation or entity without the prior written consent of the TOWN and the CONSULTANT, which consent shall not be unreasonably withheld, so long as the CONSULTANT remains primarily responsible for the execution of the contract.

SECTION FIVE

EXCLUSIVE OWNERSHIP

Any and all data, analysis, reports, studies, manuscripts, and other complete and/or incomplete work prepared or developed by the CONSULTANT under this agreement shall become the exclusive property of the TOWN, but may be utilized by the CONSULTANT upon the prior written consent of the TOWN. The TOWN shall not withhold its reasonable consent to the CONSULTANTS' request under this section.

SECTION SIX

INDEPENDENT CONTRACTOR STATUS

The relationship of the CONSULTANT and the TOWN, and as between each other, shall be that of independent contractors. No term in this agreement or the performance of the CONSULTANT under this agreement shall be construed as establishing a joint venture or employee relationship between Michael A. Reuter Consulting Services, Inc., or any employee of the consultant and the TOWN. Accordingly, the TOWN shall not withhold taxes or federal, state, or local benefit withdrawals from any sum paid to Michael A. Reuter Consulting Services, Inc., under section three of this agreement.

SECTION SEVEN

PROVISION OF INFORMATION

The TOWN shall furnish to the CONSULTANT, without cost to the CONSULTANT, reasonable access to the TOWN employees and such information and data as the CONSULTANT reasonably deems necessary for the performance of the services under this agreement. Upon completion or termination of this agreement CONSULTANT shall return to the TOWN all such data and written materials as so requested by the TOWN.

SECTION EIGHT

ENTIRE AGREEMENT

This agreement shall constitute the entire agreement and understanding between the parties and any prior understanding or representation of any kind preceding the effective date of this agreement shall not be binding upon the parties except to the extent expressly incorporated into this agreement.

SECTION NINE

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by any party in connection with this agreement shall be binding only if evidenced in writing and signed by the parties or authorized representatives of the parties.

SECTION TEN

NOTICES

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail to the respective parties' addresses as set forth in the beginning of this agreement. The parties shall duly notify one another of any necessary changes in address during the course of this agreement.

SECTION ELEVEN

EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is found to be invalid by a court with appropriate jurisdiction and the removal of such portion of the agreement will not materially alter the scope or the intent of this agreement, the parties agree that the remaining provisions shall be deemed to remain in full force and effect as if they had been executed by the parties subsequent to the determination of the invalid provision.

SECTION TWELVE

GOVERNING LAW

The parties agree that this agreement shall be governed by, construed under and enforced in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto, with full and complete authority to bind their respective principals, have caused this agreement to be executed on the date(s) indicated below.

TOWN OF MCCORDSVILLE (“TOWN”)

By: _____
Greg Brewer
Town Council President

Date: _____

MICHAEL A. REUTER CONSULTING SERVICES, INC. (“CONSULTANT”)

By: _____
Mr. Michael A. Reuter
President

Date: _____