

# **Local Government Services, LLC**

## **Services Contract**

This contract ("Contract"), is made and entered into on April 13, 2024, by and between, the City of Greenfield, Hancock County, Indiana, a Municipal Corporation ("Client") and **Local Government Services, LLC**, an Indiana limited liability company ("LGS").

### **RECITALS:**

**WHEREAS**, LGS is in the business of providing skilled and experienced consultants who assist and train elected officials and municipal employees in the performance of their official and assigned duties;

**WHEREAS**, Client is an Indiana municipality or political subdivision, the officers of which have decided, by proper formal action, to engage LGS to assist those officers and employees tasked with the budgeting, claims, accounting, and financial reporting and compliance functions of the entity;

### **ARTICLE 1**

#### **SCOPE OF WORK**

**1.1 Services.** Client has engaged LGS to provide services in connection with Client's budgeting, claims, accounting, and financial reporting and compliance functions of the entity. LGS will provide support services, training and such other services (collectively, the "Scope of Services") as particularly described in the attached Addendum which is integrated in and made a part of this Contract.

**1.2 Coordination of Work.** LGS will coordinate with client's authorized representative(s) ("Client's Representative(s)") who, is/are identified on the Addendum, to provide the Scope of Services. Client warrants and represents that all Client Representatives, as identified on the Addendum, have been duly authorized by formal action of the Client's governing body and have express authority to authorize and instruct LGS to provide services as contemplated by this Contract and LGS may rely on their authority without any additional authorization or action by any committee or individual acting on Client's behalf. LGS while being attentive to the needs and work schedules of Client's personnel, will control the work and shall have discretion in deciding when and where services will be provided. LGS may choose to work remotely and Client, at its expense, will make all necessary arrangements to facilitate remote access and connections to Client's information and systems, when requested by LGS.

### **ARTICLE 2**

#### **INDEPENDENT CONTRACTOR**

**2.1 Independent Contractor.** LGS is an independent contractor and neither it nor its representatives, will be considered an employee, partner, agent, or representative of Client. The manner by which LGS performs services under this Contract shall be within LGS's sole control. LGS is not authorized to speak for, represent, or obligate the Client in any manner without the prior express written authorization from a duly authorized officer of the Client.

**2.2 Taxes.** LGS shall be responsible for and hold harmless Client with regard to all taxes due on compensation and other amounts paid to it under or related to this Contract and shall be responsible for reporting and paying directly all of its employee payroll taxes. No federal, state, or local income tax, or payroll tax of any kind, will be withheld or paid by Client on behalf of or with regard to LGS.

**ARTICLE 3  
COMPENSATION FOR CONSULTING SERVICES**

**3.1 Compensation.** Client will compensate LGS, for the Scope of Services provided under this Contract, the amounts and in the manner as set for the on the Addendum. LGS will submit to Client, approximately every 30 days throughout the Term of this Contract, invoices for services provided. Client will pay the full balance of those invoices within 30 days of receipt.

**3.2 Reimbursement.** Client agrees to reimburse LGS for its out of pocket expenses, which are directly related to providing the Scope of Services. These expenditures include, but are not limited to, expenses related to travel (i.e., airfare, ground transportation, lodging, parking, mileage, etc.), telephone calls, and delivery charges. Expenses incurred by LGS will be included and itemized on its invoices, as referenced in Section 3.1 of this Contract and paid by Client within 30 days.

**ARTICLE 4  
TERM AND TERMINATION**

**4.1 Term.** Unless a defined term of this Agreement is included on the attached addendum, it will be ongoing and LGS will provide services on an on call as needed basis, as those services are requested by Client's Representative.

**4.2 Termination.** Client may terminate this Contract, without cause, upon 30 days written notice to LGS. Upon receiving written notice of termination, LGS shall attempt to coordinate with Client a mutually acceptable winding down and termination of services schedule. Upon receiving notice of termination, however, LGS shall have no obligation to perform any additional services. Upon termination, Client shall promptly pay LGS for all services performed prior to its receipt of the written notice of termination. LGS may terminate this Contract upon Client's failure to timely pay any invoice or to otherwise perform any other obligation under this Contract.

**4.3 Responsibility upon Termination.** All Client notes, records, materials, and equipment, in the possession of LGS shall, upon the termination of this Contract, for any reason, be promptly returned.

**ARTICLE 5**

**GENERAL PROVISIONS**

**5.1 Construction of Terms.** If any provision of this Contract is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

**5.2 Governing Law.** This Contract shall be governed by and construed in accordance with the internal laws of the State of Indiana.

**5.3 Complete Contract.** This Contract (including the Addendum) constitutes the complete Contract and sets forth the entire understanding and Contract of the parties as to the subject matter of this Contract and supersedes all prior discussions and understandings in respect to the subject of this Contract, whether written or oral.

**5.4 Dispute Resolution.** All claims or disputes arising out of or relating to this Contract shall be first submitted to non-binding mediation. If a claim or dispute is not resolved by mediation, either party may institute legal or equitable proceedings in a court located in Johnson County, Indiana. The unsuccessful party in any such litigation, as determined by the court, shall pay the successful party, as determined by the court, all of the successful party's costs and expenses, including, but not limited to, reasonable attorneys' fees.

**5.5 Modification.** No modification, termination, or attempted waiver of this Contract, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

**5.6 Waiver of Breach.** The waiver by a party of a breach of any provision of this Contract by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

**5.7 Successors and Assigns.** This Contract may not be assigned by either party without the prior written consent of the other party.

**5.8 Non-Discrimination** Pursuant to Indiana and federal law, LGS and LGS's Subconsultants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.

**5.9 E-Verify Program Compliance.** LGS shall enroll in and verify the work eligibility status of any newly hired employees through the E-Verify program as defined in I.C. 22-5-1.7-3. LGS is not required to participate should the E-Verify program cease to exist. Included on the Addendum is an E-Verify affidavit signed by an authorized representative of LGS.

**5.10 Notices.** Any notice contemplated herein or required or permitted to be given under or with regard to this Contract shall be in writing and shall be deemed to be given when delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested to the parties at the addresses set forth in the Addendum.

**IN WITNESS WHEREOF**, this Contract is executed, effective as of the date set forth above. The person or persons signing this Contract on behalf of Client represent and warrant that all requisite action of Client's governing body has been taken, in properly noticed and conducted meetings, and that this Contract is a legally binding obligation enforceable against the Client.

Suzy Bass  
Janet Alexander / Suzy Bass  
Local Government Services, LLC

April 13, 2024  
Date

\_\_\_\_\_  
City / Town Representative

\_\_\_\_\_  
Date