

TLM CONSULTING GROUP, LLC

INDEPENDENT CONTRACTOR AGREEMENT

I. The Parties. This TLM Consulting Group, LLC, Contractor Agreement (“Agreement”) is made between:

Client: TOWN OF JAMESTOWN (IN) with a mailing address of 421 E. Main Street, Jamestown, Indiana, 46147 (“Client”), and

Contractor: TLM CONSULTING GROUP, LLC, with a mailing address of 1009 Matterhorn Drive, Lebanon, Indiana, 46052 (“Contractor”).

WHEREAS, the Client agrees to compensate the Contractor for services rendered, effective from the date of the signed contract, in accordance with the following terms and conditions:

II. The Services. The Contractor agrees to perform the following ***Building Department Operational Management Program Option*** turn-key service to provide the departmental services immediately within the Community due to new expansive construction growth. This service option includes the following:

1. Immediate on-call availability of inspection staff.
2. Building Code Inspectors and Plan Reviewers with jurisdictional experience.
3. Operations Management Staff with Building Commissioner, Building Code Official, Building Director, and jurisdictional experience.
4. Plan review
5. Services paid for by Client and end users.

Hereinafter known as the “Services”.

III. Payment. In consideration of the services provided by the Contractor, the Client agrees to compensate the Contractor at a rate of \$110.00 per hour with a minimum charge of one (1) hour. Payment shall be made within forty-five (45) days of receipt of the Contractor’s invoice, and no service shall be deemed unpaid once compensation has been rendered in full.

IV. Due Date. The Services provided by the Contractor shall not have a due date.

V. Expenses. The Contractor shall be responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Contractor.

VI. Option to Terminate. The Client and Contractor shall have the option to terminate this Agreement at any time by providing thirty (30) days’ written notice.

VII. Independent Contractor Status. The Contractor, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the Contractor’s employees or contract personnel are, or shall be deemed, the Client’s employees.

In its capacity as an independent contractor, Contractor agrees and represents:

1. The right to perform services for others during the term of this Agreement.
2. Has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed.
3. Shall select the routes taken, starting and ending times, days of work, and order the work is performed.
4. Has the right to hire assistant(s) as subcontractors or to use employees to provide the Services required under this Agreement.
5. That neither the Contractor, nor the Contractor's employees or personnel, shall be required to wear any uniforms provided by the Client.
6. The Services required by this Agreement shall be performed by the Contractor, Contractor's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Contractor.
7. Neither the Contractor nor Contractor's employees or personnel shall receive any training from the Client in the professional skills necessary to perform the Services required by this Agreement.
8. Neither the Contractor nor Contractor's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

VIII. Federal and State Taxes. Under this Agreement, the Client shall not be responsible for:

1. Withholding FICA, Medicare, Social Security, or any other federal or state withholding taxes from the Contractor's payments to employees or personnel or make payments on behalf of the Contractor.
2. Make federal or state unemployment compensation contributions on the Contractor's behalf.
3. Paying any taxes incurred in connection with or while performing the Services under this Agreement, including all applicable income taxes and, if the Contractor is not a corporation, all applicable self-employment taxes.

Upon demand, the Contractor shall provide the Client with proof that such payments have been made.

IX. Benefits of Contractor's Employees. The Contractor understands and agrees that they are solely responsible for shall be liable to all benefits that are provided to their employees, including but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

X. Unemployment Compensation. The Contractor shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Contractor shall not be entitled to unemployment compensation in connection with the Services performed under this Agreement.

XI. Workers' Compensation. The Contractor shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Contractor hires employees to perform any work under this Agreement, the Contractor agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Contractor must provide certificates proving workers' compensation insurance at any time during the performance of the Service.

XII. Indemnification. The Contractor shall indemnify and hold the Client harmless from any loss or liability from performing the Services under this Agreement.

XIII. Confidentiality. The Contractor acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Contractor in order for the Contractor to perform their duties under this Agreement. The Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

1. The written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use.
2. Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information.
3. Information belonging to customers and suppliers of the Client about whom the Contractor gained knowledge as a result of the Contractor's Services to the Client.

Upon termination of the Contractor's Services to the Client, or at the Client's request, the Contractor shall deliver to the Client all materials in the Contractor's possession relating to the Client's business. The Contractor acknowledges any breach or threatened breach of confidentiality that this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to the Client's rights and remedies otherwise available at law.

XIV. Proprietary Information. Proprietary information, under this Agreement, shall include:

1. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. The Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.
2. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
3. The Client will be entitled to use Contractor's name and/or likeness in advertising and other materials.

XV. No Partnership. This Agreement does not create a partnership relationship between the Client and the Contractor. Unless otherwise directed, the Contractor shall have no authority to enter into contracts on the Client's behalf or represent the Client in any manner.

XVI. Assignment and Delegation. The Contractor may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Contractor recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Contractor shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with Sections XVI & XVII of this Agreement. If any such information is shared by the Subcontractor to third (3rd) parties, the Contractor shall be made liable.

XVII. Governing Law. This Agreement shall be governed under the laws in the State of Indiana.

XVIII. Severability. This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such a case, the affected provision or section shall be enforced as so limited.

XIX. Breach Waiver. Any waiver by the Client of a breach of any section of this Agreement by the Contractor shall not operate or be construed as a waiver of any subsequent breach by the Contractor.

XX. Additional Terms and Conditions. This contract will expire on December 31, 2024. If the Client wishes to continue the services of the Contractor beyond this date, a new contract will be required. Please note that the terms and fees outlined in the new contract may differ from those specified in this agreement.

XXI. Entire Agreement. This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Employer and Employee.

Client Signature: _____ **Date** _____

Print Name: Lori Hieston, Town of Jamestown (IN), Town Clerk/Treasurer

Client Signature: _____ **Date** _____

Print Name: Town of Jamestown (IN), Council Representative

Contractor Signature: _____ **Date** _____

Print Name: David Taylor, TLM Consulting Group, LLC, Executive Director

CONTRACTOR-IRAN CERTIFICATION

The Contractor, TLM Consulting Group, in connection with entering into an Agreement with the Town of Jamestown (IN), hereby certifies the following:

1. **IRAN CERTIFICATION:** Contractor hereby certifies, in accordance with Indiana Code § 5-22-16.5 *et seq.* and Indiana Code §36-1-12-23, and as required under those Indiana Code sections, to have no engagement in investment activities in Iran as defined in the above-cited statutes.
2. **E-VERIFY:** Pursuant to Indiana Code §22-5-1.7 *et seq.*, as the same may be amended from time to time (the "Indiana E-Verify Law") as incorporated hereby reference, Contractor shall enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify Program unless the E-Verify Program no longer exists. Contractor hereby affirms that it does not knowingly employ any unauthorized alien, as that term is used in Indiana Code §22-5-1.7 *et seq.* Contractor shall provide the Town with documentation indicating that it has enrolled in and is participating in the E-Verify Program. Should Contractor subcontract for the performance of any work under and pursuant to this Contract, it shall fully comply with the Indiana E-Verify Law as regards to each subcontractor. Should the Contractor or any subcontractor violate the Indiana E-Verify Law, the Town may require a cure of such violation and thereafter, if no timely cure is performed, terminate this Contract in accordance with either the provisions hereof or those set forth in the Indiana E-Verify Law.
3. **ANTI-DISCRIMINATION:** Contractor, in accordance with Indiana Code §22- 9-1-10, as a Contractor with a political subdivision, agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, sexual orientation, gender identity, disability, national origin, veteran status or ancestry or any other characteristic protected by applicable law.
4. **ALTERATIONS:** No alterations or modifications of this Agreement shall be effective unless the modification is in writing and signed by the parties.

5. **SUPPLEMENT:** The certifications provided by the Contractor herein are a supplement to any prior Agreement entered into between the Contractor and the Town of Thorntown.

Town of Jamestown (IN)

By: _____ **Date** _____

Print Name: Lori Hieston, Town of Jamestown (IN), Town Clerk/Treasurer

By: _____ **Date** _____

Print Name: David Taylor, TLM Consulting Group, LLC, Executive Director