Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: January 23, 2024

☒ Consent Agenda Item

☐ New Item for Discussion

☐ Previously Discussed Item

☐ Miscellaneous

ITEM #: 3

INITIATED BY: Jeffrey Spalding

☒ Information Attached

☐ Bring Paperwork from Previous Meeting

☐ Verbal

☐ No Paperwork at Time of Packets

THE CITY OF
NOBLESVILLE
EST. 1823

TO: Members of the Board of Public Works and Safety

FROM: Jeffrey L. Spalding, CFO & Controller

SUBJECT: Michael A. Reuter Consulting Services, Inc.

DATE: January 9, 2024

This is a renewal agreement with a current vendor for an existing service to the City. **Michael Reuter Consulting Services** will provide financial services to the City that include but are not limited to the following:

- Preparation of a Fiscal Plan for Internal Managements Use
- Monitoring Tax Distributions and DLGF Budget Orders
- Advise the City on Preparation of all Budget Forms for irregularities
- Assist the City with Revenue Forecasting for all major funds

This is a one (1) year agreement for an annual fee of $28,704, payable in 12 equal monthly installments. The annual fee reflects a 3% increase (equal to $840) from the 2023 fee.

A copy of the agreement is attached for your review.

I am available at your call for any questions about this agreement.

Attachment

JLS/jnt

SERVICES AGREEMENT

This Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **City of Noblesville, Indiana, a municipal corporation** (hereinafter referred to as "City") and **Michael A. Reuter Consulting Services, Inc.** hereinafter referred to as "Contractor"), and its successors and assigns, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.1 The "Agreement", as referred to herein, shall mean this Agreement executed by City and Contractor, and shall include this Services Agreement and the **Exhibit A** attached hereto, and any written supplemental agreement or modification entered into between City and Contractor, in writing, after the date of this Agreement.

1.2 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between City and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by City or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both City and Contractor.

1.3 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of City or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to City, shall govern.

1.4 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against City solely by virtue of City or City's representatives having drafted all or any portion of this Agreement.

1.5 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

SECTION II. DUTIES OF CONTRACTOR

2.1 Contractor shall provide services as specified in **Exhibit A**, attached hereto and incorporated into this Agreement.

SECTION III. TERM

3.1 The term of this Agreement shall begin upon execution and terminate December 31, 2024 ("Termination Date") unless terminated earlier in accordance with this Agreement.

SECTION IV. COMPENSATION

4.1 Contractor proposes to furnish all labor, materials and supplies in accordance with the conditions of this Agreement necessary to complete the work as defined in **Exhibit A.**

Compensation shall not exceed Twenty-eight thousand, seven hundred four dollars and zero cents ($28,704.00).

4.2 Funding for a multi-year agreement is not guaranteed. All of the City's obligations under this Agreement shall be subject to annual appropriation and shall not constitute a general obligation or indebtedness of the City.

SECTION V. GENERAL PROVISIONS

5.1 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of the City. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by City for any loss of any kind whatsoever. Contractor has no authority, express or implied, to bind or obligate City in any way.

5.2 Subcontracting.

Approval required. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of City. In the event that City approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.3 Necessary Documentation. N/A

5.4 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period copies thereof, if requested, shall be furnished at no cost to City.

5.5 Ownership.

5.5.1 "Works" means works of authorship fixed in any tangible medium of expression by Contractor or its officers, employees, agents or subcontractors in the course of performing the services under this Agreement, including, but not limited to, computer programs, electronic art, computer generated art, notes, specifications, drawings, flow charts, memoranda, correspondence, records, notebooks, documentation, reports and charts, regardless of the medium in which they are fixed, and all copies thereof.

5.5.2 All Works made or created by Contractor, either solely or jointly with City, in the course of Contractor's performance of services under this Agreement shall be deemed to be works for hire and are and shall be the exclusive property of City.

At City's request, Contractor will execute all documents reasonably required to confirm or perfect ownership of such Works and any corresponding copyright rights in and to such Works in City. Without the prior written consent of City, Contractor shall not use, copy or prepare derivative works of the Works, or any parts of them, other than as related to the performance of this Agreement. During the performance of this Agreement, Contractor shall be responsible for loss or damage to the Works while they are in Contractor's possession or control. Any loss or damage shall be restored at Contractor's expense. City shall have free and unlimited access to the Works at all times and, upon demand, shall have the right to claim and take possession of the Works and all copies. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers for archival purposes only, in accordance with applicable professional standards.

5.6 Insurance.

Minimum Insurance Requirements. Prior to commencing Work, the Contractor shall purchase and maintain from insurance companies lawfully authorized to do business in Indiana policies of insurance acceptable to the City, which afford the coverages set forth below. Insurance shall be written for not less than limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for Contractor's indemnification obligations contained in this Agreement. Certificates of Insurance acceptable to the City shall be given to the City prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the City; provided however that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which Contractor is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	$2,000,000 General Aggregate
	$2,000,000 Products & Completed Ops.
	$1,000,000 Bodily Injury / Prop. Damage
	$1,000,000 Personal / Advertising Injury
	$1,000,000 Each Occurrence

B. Auto Liability

Limits of Liability:	$500,000 Per Accident
Coverage Details	All owned, non-owned, & hired vehicles

C. Workers Compensation and Employer's Liability

As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability	$1,000,000 Each Occurrence
	$2,000,000 Aggregate

All coverage provided above shall be endorsed to include the City as an additional insured except for the Worker's Compensation / Employer's Liability and Professional/Errors & Omissions policy.

5.7 Termination for Cause or Convenience.

5.7.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then City may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice of City's intent to terminate, and (2) an opportunity for consultation with City prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by City to be incurred by reason of Contractor's default.

5.7.2 This Agreement may be terminated in whole or in part in writing by City for City's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice of intent to terminate and (2) an opportunity for consultation with City prior to termination. If City terminates for convenience, Contractor's compensation shall be equitably adjusted.

5.7.3 Upon receipt of notice of termination for default or for City's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to City all Works and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.7.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been made for the convenience of City. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Section 5.7.1 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.8 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by City are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then City shall have the right to terminate this Agreement without penalty by

giving written notice documenting the lack of funding, in which instance this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. City agrees that it will make its best efforts to obtain sufficient funds, including but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.9 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and its board, agents and employees of any of them ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the Work. The Contractor's indemnification under this Section shall survive both final payment and the termination of this Agreement.

5.10 Notice. Any notice required to be sent under this Agreement shall be sent by internationally recognized overnight courier, certified mail, or other delivery method which provides confirmation of receipt and shall be directed to the persons and addresses specified below (or such other persons and/or addresses as any party may indicate by giving notice to the other party):

To Contractor:
Michael A. Reuter Consulting Services, Inc.
14108 Waterway Blvd
Fishers, IN 46060

To City:
City of Noblesville
Attn: Office of Finance & Accounting
16 S. 10th Street
Noblesville, IN 46060

Courtesy Copy:
City Attorney
16 S. 10th Street
Noblesville, IN 46060

5.11 Disputes. Contractor shall carry on all work required under this Agreement and maintain the schedule for services during all disputes or disagreements with City. No work shall be delayed or postponed pending resolution of any disputes or disagreements except as Contractor and City may otherwise agree in writing. Should Contractor fail to continue to perform its responsibilities as regards all non-disputed work without delay, any additional costs incurred by City or Contractor as a result of such failure to proceed shall be borne by Contractor, and Contractor shall make no claim against the City for such costs. City may withhold payments on disputed items pending resolution of the dispute.

5.12 Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin. The Contractor will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.13 Conflict of Interest.

5.13.1 Contractor certifies and warrants to City that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with City.

5.13.2 For purposes of compliance with IC 36-1-21, Contractor certifies and warrants to City that Contractor, or a person who wholly or partially owns Contractor, is not a relative, as that term is defined by IC 36-1-21-3, of an elected official of Noblesville, Indiana.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty City shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of fire, explosion, power blackout, natural disaster, strike, embargo, labor disputes, war, terrorism, acts of God, acts or decrees of governmental bodies or other causes beyond such party's reasonable control (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall immediately be suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum.

5.16.1 Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included in this Agreement are hereby incorporated by reference. This includes, but is not limited to, the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by City and Contractor to determine whether the provisions of the Agreement require formal modification.

5.16.2 This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the City of

Noblesville, County of Hamilton. Suit, if any, shall be brought in the State of Indiana, County of Hamilton.

5.17 Waiver. City's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of City's rights or remedies.

5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.19 Attorneys' Fees. Contractor shall be liable to City for reasonable attorneys' fees incurred by City in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.20 Successors and Assigns. City and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of City or the Contractor.

5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by City.

5.22 Debarment and Suspension

5.22.1 Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Contractor.

5.22.2 Contractor certifies, by entering into this Agreement, that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.

5.22.3 Contractor shall provide immediate written notice to City if, at any time after entering into this Agreement, Contractor learns that its certifications were erroneous when submitted, or Contractor is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of

intent to include on a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.

5.22.4 Contractor shall not subcontract with any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any Federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

5.23 Compliance With E-Verify Program. Pursuant to IC 22-5-1.7, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify Program ("Program"). Contractor is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

5.23.1 Contractor and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that Contractor or its subcontractor subsequently learns is an unauthorized alien. If Contractor violates this Section 5.23, City shall require Contractor to remedy the violation not later than thirty (30) days after City notifies Contractor. If Contractor fails to remedy the violation within the thirty (30) day period, City shall terminate the contract for breach of contract. If City terminates the contract, Contractor shall, in addition to any other contractual remedies, be liable to City for actual damages. There is a rebuttable presumption that Contractor did not knowingly employ an unauthorized alien if Contractor verified the work eligibility status of the employee through the Program.

5.23.2 If Contractor employs or contracts with an unauthorized alien but City determines that terminating the contract would be detrimental to the public interest or public property, City may allow the contract to remain in effect until City procures a new contractor.

5.23.3 Contractor shall, prior to performing any work, require each subcontractor to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. Contractor shall maintain on file a certification from each subcontractor throughout the duration of the Project. If Contractor determines that a subcontractor is in violation of this Section 5.23, Contractor may terminate its contract with the subcontractor for such violation.

5.23.4 Pursuant to IC 22-5-1.7 a fully executed affidavit affirming that the business entity does not knowingly employ an unauthorized alien and confirming Contractors enrollment in the Program, unless the Program no longer exists, shall be filed with City prior to the execution of this Agreement. This Agreement shall not be deemed fully executed until such affidavit is filed with the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Michael A. Reuter Consulting Services, Inc. ("Contractor")

By: _____ Date: 1-16-24

Printed: MICHAEL A. REUTER

Title: PRESIDENT

City of Noblesville

By: _____ Date: 01/17/2024

Printed: Chris Jensen

Title: Mayor

EXHIBIT A

AGREEMENT FOR CONSULTING SERVICES

This agreement, effective the 1st day of January, 2023, is made by and between the City of Noblesville, at 16 South 10th Street, Noblesville, Indiana 46060 (herein referred to as CITY), 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 CITY; and

WHEREAS, the CITY 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 Mayor, the Controller, and/or Common Council, or their designees;

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 CITY engages the CONSULTANT to perform the consulting services outlined below, and the CONSULTANT agrees to provide such services at reasonable times and places. The CITY understands that Michael A Reuter Consulting Services, Inc. will primarily complete the services provided under this agreement. In this regard, the CITY 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 individual 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 Consulting Services, Inc. is to provide the CITY with the following services in relationship to the fiscal plan:

1. Supply periodic reports (fiscal plan) and/or analysis of the revenues and expenditures of all major funds for the upcoming three years, which would include briefing/discussions concerning the financial condition of the CITY.
2. Conduct a variety of research oriented projects on the Local Income Tax funding and other revenue to help prepare the CITY to develop its annual budget.
3. Upon request, conduct research and analysis on specific financial issues/policies that do or could impact the CITY.

4. Upon request, make presentations at City Council meetings or other designated meetings or events that CITY may choose. The CONSULTANT will clarify certain funding or budgetary issues, and/or provide information on related fiscal policy matters.

MONITOR TAX DISTRIBUTIONS AND DEPARTMENT OF LOCAL GOVERNMENT FINANCE BUDGET ORDERS -- Michael A Reuter Consulting Services, Inc. is to monitor, analyze, and provide informative reports to the CITY:

1. Monitor tax distributions and Department of Local Government Finance (DLGF) budget orders for irregularities to make certain the CITY is receiving the correct amount of revenue.
2. Track and calculate the CITY'S eligibility for levy shortfalls and excess levy appeals to the DLGF. Notify the CITY when to submit requests to the DLGF.

PREPARATION OF BUDGET FORMS-- Michael A. Reuter Consulting Services, Inc. is to advise the CITY on preparation of all budget forms required by the DLGF:

1. Review all budget forms prepared by the CITY for completeness and accuracy.
2. Attend DLGF budget hearings on behalf of the CITY to defend the budget that has been adopted by the City Council.

MEETINGS -- Michael A. Reuter Consulting Services, Inc. will meet with the officials and employees of CITY as reasonably requested.

SECTION TWO
DURATION AND TERMINATION

This agreement shall commence upon the effective date listed at the beginning of this agreement, and shall continue for 12 months following that date. In addition to terminating at the end of such period, this agreement may be terminated pursuant to the following:

- Immediately, if the CITY or Michael A. Reuter Consulting Services, Inc. cease to function as the entities or in the capacity contemplated under this agreement.
- With 30 days prior written notice, if upon the death or incapacity of Michael A. Reuter or any person employed by the CONSULTANT who, in the sole opinion of the CITY, was essential for the successful performance of the CONSULTANT'S obligations under this agreement.
- With 30 days prior written notice and the opportunity to cure, in the event that the services and work provided by the CONSULTANT or any person employed by the CONSULTANT fails to meet the standards of qualify and responsiveness previously established by CONSULT ANT.

If termination occurs for any reason under this Section of the agreement, the CITY 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 equal monthly installments of $2,392.00. The first payment shall start on the last day of the month of the effective date of this agreement and the eleven remaining installments are to be paid on the last business day of each month (for a total of $28,704.00 The CONSULTANT will billed separately for any reasonable reimbursable expenses.

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

The maximum amount to be paid by the CITY for services under this agreement is $28,704.00 if the CONSULTANT finds something to be beyond the scope of this contract, the CONSULTANT will inform the CITY 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 CITY 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 CITY, but may be utilized by the CONSULTANT upon the prior written consent of the CITY. The CITY shall not withhold its reasonable consent to the CONSULTANTS' request under this section.

SECTION SIX
INDEPENDENT CONTRACTOR

The relationship of the CONSULTANT and the CITY, 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 CITY.

Accordingly, the CITY shall not withhold taxes or federal, state, or local benefit withdrawals from any sum paid to Michael A. Reuter under section three of this agreement.

SECTION SEVEN
INFORMATION

The CITY shall furnish to the CONSULTANT, without cost to the CONSULTANT, reasonable access to the CITY 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 CITY all such data and materials as requested by the CITY.

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

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
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
INSURANCE REQUIREMENTS

Prior to commencing work, the CONSULTANT shall purchase and maintain, from insurance companies lawfully authorized to do business in Indiana, policies of insurance acceptable to the CITY, which afford the coverages set forth below. Insurance shall be written for not less than the limits of liability specified or required by law, whichever coverage is greater, and shall include coverage for CONSULTANT'S indemnification obligations contained in this Agreement.

Certificates of Insurance acceptable to the CITY shall be given to the CITY prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance.

Each policy must be endorsed to provide that the policy will not be cancelled or allowed to expire until at least thirty (30) days' prior written notice has been given to the CITY provided, however, that such policies may be cancelled with only ten (10) days' prior notice for non-payment of premium. The required coverages and limits which CONSULTANT is required to obtain are as follows:

A. Commercial General Liability

Limits of Liability:	$2,000,000	General Aggregate
	$2,000,000	Products & Completed Ops.
	$1,000,000	Bodily Injury/ Prop. Damage
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence

B. Auto Liability

Limits of Liability:	$500,000	Per Accident
Coverage Details:	All owned, non-owned, & hired vehicles	

C. Workers Compensation and Employer's Liability
As required by Indiana law.

D. Professional/Errors & Omissions Liability

Limits of Liability:	$1,000,000	Each Occurrence
	$2,000,000	Aggregate

All coverage provided above shall be endorsed to include the CITY as an additional insured except for the Worker's Compensation/Employer's Liability and Professional/Errors & Omissions policy.

SECTION THIRTEEN
INDEMNIFICATION

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the CITY and its board, agents and employees ("Indemnitees") from and against claims, damages, losses and expenses, including but not limited to attorney fees and court costs and other expenses, arising out of or resulting from any negligent acts, errors, or omissions of the services provided by CONSULTANT under this agreement. The indemnification under this Section shall survive both final payment and the termination of this Agreement.

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.

THE CITY OF NOBLESVILLE ("CITY")

By: _____ Date:_____
Mayor Chris Jensen
City of Noblesville

MICHAEL A. REUTER CONSULTING SERVICES, INC.(" CONSULTANT")

By: _____ Date: 12-20-23
Mr. Michael A. Reuter
President

CITY OF NOBLESVILLE

E-VERIFY AFFIDAVIT

Pursuant to Ind. Code 22-5-1.7-11, the Contractor entering into the Agreement with the City of Noblesville is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify Program. The Contractor is not required to verify the work eligibility status of all its newly hired employees through the E-Verify Program if the E-Verify Program no longer exists.

The undersigned, on behalf of the Contractor, being first duly sworn, deposes and states that the Contractor does not knowingly employ and unauthorized alien. The undersigned further affirms that, prior to entering into its Agreement with the City of Noblesville, the undersigned Contractor will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify Program.

(Contractor): Michael A. Reuter Consulting Services, Inc.

By (Written Signature) [signature]

(Printed Name): Michael A. Reuter

(Title): President

Important – Notary Signature and Seal Required in the Space Below

STATE OF Indiana

COUNTY OF Hamilton

SS: 697390

Subscribed and sworn to before me this 20th day of December, 2023

My commission expires: March 1, 2025 (Signed): Jacqueline N. Thompson

Residing in Hamilton County, State Indiana

3801237

JACQUELINE N THOMPSON
Hamilton County
My Commission Expires
March 1, 2025

THE CITY OF NOBLESVILLE

FINANCE & ACCOUNTING

Funding Verification/Encumbrance Request Form

Date to be submitted to BoW/Park Board: 01/09/2024 *(put N/A if not submitting to BoW/Park Board)*

Vendor name: Michael A. Reuter Consulting Services, Inc

Vendor Address: 14108 Waterway Blvd, Fishers, IN 46040

Brief description of purchase: Financial Consulting Services

Source of Funding:

- ☐ Current Year Operational Budget
- ☑ Subsequent Year Operational Budget[1]
- ☐ Funding not yet finalized (attach explanation)[2]
- ☐ Loan or debt proceeds
- ☐ Non-Appropriated Fund[3]

Fund #		101
Department #		003
Project # *(NA if no project #)*		N/A
	Expense Object #	Amount
#1	312.100	$ 28,704.00
#2		
#3		

1) This option may only be selected AFTER the adoption of the subsequent year budget. OFA will create a PO after the start of the next year. If contract details change in between form submission and the start of the year, contact OFA Staff.

2) This option may only be selected in unusual circumstances. An additional FVF will need to be submitted to OFA once funding source has been determined. OFA will not create a PO until this follow-up form has been submitted.

3) These funds are not appropriated through the annual budget process. They include but are not limited to grant funds and impact fee funds.

Are you requesting that a Purchase Order (PO) be created for this expenditure?

- ☑ Yes *Select for all purchases/contracts that will not be paid immediately*
- ☐ No *Select ONLY if department plans to initiate payment immediately*

The Department certifies that sufficient appropriation authority exists in the stated fund and expense series to obligate the expense for future payment.

Department Director

(Signature) Jeffrey L. Spalding *(Printed Name)* 10/28/2023 *(Date)*

Please email completed form to OFAbudget@noblesville.in.us

FOR OFFICE OF FINANCE AND ACCOUNTING USE ONLY

OFA Action Taken

- ☐ **Purchase Order Created** — **PO # (If applicable):**
- ☐ **Reviewed Availability of funds** *(Contract/Purchase of over $50k or paid with debt proceeds only)*

OFA Signature

- ☐ **No Action Taken** *(Department should still include this form in purchase/contract approval submission)*

Comments:

Initials: **Date:**

REUTMI2

OP ID: KB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 317-815-2819
H.J. Spier Co., Inc.
8250 Woodfield X-ing Blvd #330
Indianapolis, IN 46240
Michael J. Glaser

CONTACT NAME: Karen K Banter CIC AINS
PHONE (A/C, No, Ext): 317-815-2819 FAX (A/C, No): 317-815-2857
E-MAIL ADDRESS: kbanter@hjspier.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Auto-Owners Insurance Co.	18988
INSURER B : Mt Vernon Fire Ins. Co.	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Michael A Reuter Consulting Services Inc
14108 Waterway Blvd
Fortville, IN 46040

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	09886288	06/23/2023	06/23/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X		09886288	06/23/2023	06/23/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional Liab			SP2008883O	11/01/2023	11/01/2024	Ea Occ	1,000,000
							Aggregate	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Forms CG2010 and CG2037 names Hamilton County Board of Commissioners as additional insured, waiver of subrogation and primary and non-contributory when required on general liability with written contract or agreement under the conditions of these endorsements 30 Days Notice of Cancellation Applies Except for Non-Payment

CERTIFICATE HOLDER

NOBLECI

City of Noblesville
16 S 10th St
Noblesville, IN 46060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John D Mule

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Forms CG2010 and CG2037 names City of Noblesville as additional insured, waiver of subrogation and primary and non-contributory when required on general liability with written contract or agreement under the conditions of these endorsements 30 Days Notice of Cancellation Applies Except for Non-Payment

Form SP224 names City of Noblesville as additional insured when required on professional liability with written contract or agreement under the conditions of this endorsement.