

Consulting Agreement

This Consulting Agreement ("Agreement") is made effective as of 08/02/24, 2024, by and between the Brown County Commissioners (on behalf of "Brown County"), of 201 Locust Lane, Nashville, Indiana 47448, and John Griffioen, of 2709 E 975 S, Flat Rock, Indiana 47234.

John Griffioen has a background in General Construction Management and is willing to provide services to Brown County based on this background.

Brown County desires to have services provided by John Griffioen. Therefore, the parties agree as follows:

1. Description of Services. Beginning on 08/02/24, 2024, John Griffioen will provide the following services (collectively, "Services"):

- Consulting Service and support

2. Performance of Services. Services to be performed and the specific hours to be worked by John Griffioen shall be determined upon request from the Brown County Commissioners. Brown County will rely on John Griffioen to work as many hours as may be reasonably necessary to fulfill a request for Services made by the Brown County Commissioners to John Griffioen.

3. Payment. Brown County will pay a fee of \$100 per hour to John Griffioen for the Services performed. This fee shall be paid twice a month, no later than the fifteenth and last day of the month. Each payment shall be for Services performed during the semi-monthly period that ended approximately fifteen days prior to the payment date. John Griffioen shall be responsible for submitting to the Brown County Commissioners and Brown County Auditor a time sheet with the hours worked on each day Services were performed and a journal entry describing the work performed on that day. Time sheets and journal entries shall be given to Brown County on the fifteenth and last day of each month. Payment for the Services performed shall not be made until the time sheets and journal entries are submitted. If the time sheets and journal entries are submitted late, payment may be delayed by the number of days that the time sheets and journal entries were submitted late.

4. Expense Reimbursement. John Griffioen shall be entitled to reimbursement from Brown County for all "out-of-pocket" expenses. "Out-of-pocket" expenses shall include moneys paid directly for necessary items reasonably needed to complete the work for Services. A list of all "out-of-pocket" expenses and their itemized receipts shall be provided to Brown County on the fifteenth and last day of each month in the same manner that the time sheets and journal entries are provided. Otherwise, reimbursement for these expenses shall not be made. Reimbursements shall be made in the same manner and timeframe as the payment for Services.

5. Support Services. Brown County will provide the following support services for the benefit of John Griffioen:

- Office space
- IT and WIFI support.
- 1 Hour rate per trip to Office

6. New Project Approval. John Griffioen and Brown County recognize that John Griffioen's Services will include working on various projects for Brown County, upon request made by the Brown County Commissioners. If the Brown County Commissioners have not requested Services on a project, John Griffioen shall obtain the approval from at least two Brown County Commissioners prior to the commencement of performing Services for a new project. Requests and approvals must be provided in writing.

7. Term/Termination. This Agreement shall be effective for a period of 3 Months and shall automatically renew for successive terms of the same duration, unless either party provides 15 days' written notice of termination to the other party prior to the termination of the applicable initial term or renewal term.

8. Relationship of Parties. It is understood by the parties that John Griffioen is an independent contractor with respect to Brown County, and not an employee of Brown County. Brown County will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of John Griffioen.

9. Employees. John Griffioen's employees, if any, who perform Services for Brown County under this Agreement shall also be bound by the same provisions of this Agreement as John Griffioen. At the request of Brown County, John Griffioen shall provide adequate evidence that such persons are John Griffioen's employees. All payments made for Services performed by John Griffioen's employees shall be made to John Griffioen at the same fee established in section three of this Agreement.

10. Injuries and Insurance. John Griffioen acknowledges John Griffioen's obligation to obtain appropriate insurance coverage for the benefit of John Griffioen (and John Griffioen's employees, if any). John Griffioen waives any rights to recovery from Brown County for any injuries that John Griffioen (and/or John Griffioen's employees) may sustain while performing Services under this Agreement and that are a result of the negligence of John Griffioen or John Griffioen's employees.

11. Indemnification. Brown County agrees to indemnify and hold harmless John Griffioen from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against John Griffioen that result from the acts or omissions of Brown County, Brown County's employees if any, and Brown County's agents.

12. Intellectual Property. The following provisions shall apply with respect to copyrightable works, ideas, discoveries, inventions, applications for patents, and patents (collectively, "Intellectual Property"):

(a) **Consultant's Intellectual Property.** John Griffioen does not personally hold any interest in any Intellectual Property.

(b) **Development of Intellectual Property.** Any improvements to Intellectual Property items, further inventions or improvements, and any new items of Intellectual Property discovered or developed by John Griffioen (or John Griffioen's employees, if any) during the term of this Agreement shall be the property of Brown County. John Griffioen shall sign all documents necessary to perfect the rights of Brown County in such Intellectual Property, including the filing

and/or prosecution of any applications for copyrights or patents. Upon request, John Griffioen shall sign all documents necessary to assign the rights to such Intellectual Property to Brown County. John Griffioen agrees to assign to Brown County, without further consideration, its entire right, title, and interest (throughout the United States and in all foreign countries), free and clear of all liens and encumbrances, in and to each invention idea, developed within the scope of this Agreement, for Brown County, whether or not patentable. In the event any Intellectual Property shall be deemed by Brown County to be patentable or otherwise registrable, John Griffioen shall assist Brown County (at Brown County's expense) in obtaining letters of patent or other applicable registrations thereon and shall execute all documents and do all other things (including testifying at Brown County's expense) necessary or proper to obtain letters of patent or other applicable registrations thereon and to vest Brown County, or any affiliated company specified by the board, with full title thereto.

13. Return of Records. Upon termination of this Agreement, John Griffioen shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in John Griffioen's possession or under John Griffioen's control and that are Brown County's property or relate to Brown County's business.

14. Notices. All notices required or permitted under this Agreement, unless specified otherwise, shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Brown County:

Brown County
201 Locust Lane
Nashville, Indiana 47448

If for John Griffioen:

John Griffioen
2709 E 975 S
Flat Rock, Indiana 47234

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

15. Entire Agreement. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

16. Amendment. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

17. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such

provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

19. Applicable Law. This Agreement shall be governed by the laws of the State of Indiana.

20. Dispute Resolution. Brown County and John Griffioen agree to attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

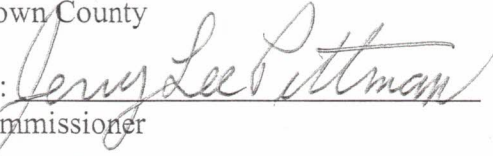
21. Interruption of Service. Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of 30 days, either party shall have the right to terminate this Agreement upon 10 days prior written notice to the other party.

22. Assignment. John Griffioen agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Agreement without the prior written consent of the Brown County Commissioners.

23. Signatories. This Agreement shall be signed on behalf of Brown County by two County Commissioner's, and on behalf of John Griffioen by John Griffioen, and shall be effective as of the date first above written.

The Party Receiving the Services:

Brown County

By: 
Commissioner

Date:

7-30-24


By: 
Commissioner

Date:

7-30-24

The Party Providing the Services:

John Griffioen

By: 
John Griffioen
Owner

Date:

8-2-24