

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT is made and entered into as of this _____, by and between the Town of Bartonville, Texas ("Client") and Eddie Peacock, PLLC, with offices at 102 Brookside Drive, Grapevine, Texas 76051.

WHEREAS EDDIE PEACOCK, PLLC is in the business as a consultant to local government regarding financial management support, including fiscal, administrative, and technology matters.

WHEREAS Client desires to engage EDDIE PEACOCK, PLLC for a project relating to the above mentioned and other areas of expertise.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein, Client and EDDIE PEACOCK, PLLC agree as follows:

1. EDDIE PEACOCK, PLLC's Engagement

- (a) Client hereby engages EDDIE PEACOCK, PLLC and Client agree that this engagement is fully described and will be carried out in accordance with the terms and conditions contained within Appendix "A" (attached), and hereby made a part of this document by reference.
- (b) EDDIE PEACOCK, PLLC shall undertake and accomplish the Engagement with standards acceptable to Client. In carrying out the Engagement, EDDIE PEACOCK, PLLC shall maintain liaison with the Town Administrator, or such other employee of Client as Client may designate.

2. Scope of Engagement and Fees

- (a) EDDIE PEACOCK, PLLC services will generally fall within those required to provide staff support and training. The productivity of the EDDIE PEACOCK, PLLC personnel will be reliant on Client staff's efficient use of resources and management of priorities and projects. On site days to be scheduled at the request of the Town Administrator and subject to the availability of EDDIE PEACOCK, PLLC.
- (b) The work may be on site or off-site via remote connection, or in consultation via phone, fax or email. At the conclusion of the term, EDDIE PEACOCK, PLLC will provide options for the Town to extend or renew this agreement. The fees will be charged per the following schedule:

The services of Eddie Peacock are to be billed at the rate of \$125 per hour plus round-trip mileage at the current IRS rate.

- (c) Services provided by the firm of Eddie Peacock, PLLC and not performed by Eddie Peacock:

Nichola Peacock: \$75/ hour (6 hours minimum per on-site visit), plus round-trip mileage at the current IRS rate.

Clerical services shall bill at the rate of \$50 per hour plus round-trip mileage at the current IRS rate.

Eddie Peacock, PLLC shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise.

3. Independent Contractor Status

EDDIE PEACOCK, PLLC shall be an independent contractor and EDDIE PEACOCK, PLLC acknowledges, and confirms to client, its status as that of an independent contractor. Nothing herein shall be deemed or construed to create a joint venture, partnership, agency or employee/employer relationship between the parties for any purpose, including but not limited to taxes or employee benefits. EDDIE PEACOCK, PLLC will be solely responsible for payment of any and all taxes and insurance. EDDIE PEACOCK, PLLC will submit to Client upon request, evidence of compliance with the provisions of this paragraph in a form and manner satisfactory to Client.

4. Power to Act on Behalf of Client

EDDIE PEACOCK, PLLC shall not have any right, power or authority to create any obligation, express or implied, or make representation on behalf of Client except as EDDIE PEACOCK, PLLC may be expressly authorized in advance in writing from time to time by Client and then only to the extent of such authorization.

5. Payment

Client shall pay to EDDIE PEACOCK, PLLC a fee based upon actual billed hours, unless otherwise specified in this document, based upon the rates identified in Section 2(b) above. EDDIE PEACOCK, PLLC will submit an invoice on a weekly basis. Payment is due no more than 10 days following the date the invoice is submitted by EDDIE PEACOCK, PLLC to Client.

6. Expenses

EDDIE PEACOCK, PLLC will be responsible for all out-of-pocket expenses, except for out-of-Town travel (airfares, hotel, rental car, and meals), which will be reimbursed at actual cost, as provided by receipts and other evidence provided to Client by EDDIE PEACOCK, PLLC. EDDIE PEACOCK, PLLC shall not incur such expenses without the express approval, in advance, of Client.

7. EDDIE PEACOCK, PLLC's Covenants

EDDIE PEACOCK, PLLC covenants to Client as follows:

- (a) EDDIE PEACOCK, PLLC will comply at all times with all applicable laws and regulations of any jurisdiction in which EDDIE PEACOCK, PLLC acts;
- (b) EDDIE PEACOCK, PLLC will comply with all applicable policies and standards and shall carry out the Project in a manner consistent with the ethical and professional standards of Client;
- (c) EDDIE PEACOCK, PLLC will comply at all times with all security provisions in effect from time to time at Client's premises, with respect to access to premises, and all materials belonging to Client;
- (d) EDDIE PEACOCK, PLLC shall not use Client's name in any promotional materials or other communications with third parties without Client's prior consent; and
- (e) EDDIE PEACOCK, PLLC is legally authorized to engage in business in the United States and will provide Client satisfactory evidence of such authority upon request.

8. Confidentiality

During the course of carrying out the Project, EDDIE PEACOCK, PLLC may have access to Confidential Information that relates to Client's past, present, or future. In connection therewith, the following subsections shall apply:

- (a) The Confidential Information may be used by EDDIE PEACOCK, PLLC only to assist EDDIE PEACOCK, PLLC in connection with the Project;
- (b) EDDIE PEACOCK, PLLC will protect the confidentiality of the Confidential Information in the same manner that EDDIE PEACOCK, PLLC protects its own confidential information of like kind. Access to the Confidential Information shall be restricted to EDDIE PEACOCK, PLLC and Client's personnel and EDDIE PEACOCK, PLLC shall not disclose Confidential Information to any third party;
- (c) The Confidential Information may not be copied or reproduced without Client's prior written consent;
- (d) Unless otherwise expressly authorized in writing by Client, all Confidential Information made available to EDDIE PEACOCK, PLLC, including copies thereof, shall be returned to Client upon the first to occur of (i) termination of this Agreement or (ii) request by Client; and
- (e) Nothing in this Agreement shall prohibit or limit EDDIE PEACOCK, PLLC's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodology) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party which is not, to EDDIE PEACOCK, PLLC's knowledge, under an obligation to Client not to disclose such information, or (iv) which is or becomes publicly available through no breach by EDDIE PEACOCK, PLLC of this Agreement.

- (f) Due to the EDDIE PEACOCK, PLLC's access to Confidential Information, Client reserves the right to request a background report, should Client deem such report to be necessary.

9. Ownership

All materials prepared by EDDIE PEACOCK, PLLC for Client pursuant to this Agreement shall be owned exclusively by Client and EDDIE PEACOCK, PLLC hereby assigns to Client all rights in such materials and copyrights therein

10. Indemnification

To the extent permitted under Texas law, and subject to the last sentence of this Section 10, EDDIE PEACOCK, PLLC and Client shall indemnify and hold each other, their employees and agents, harmless from and against any claims, demands, loss, damage or expense (i) related to bodily injury or death of any person or damage to property resulting from the negligent or willful acts or omissions of each other, (ii) resulting from any claim that EDDIE PEACOCK, PLLC is not an independent contractor, (iii) incurred by Client based on any claim that any deliverable or other materials delivered under this Agreement or use thereof by Client infringes any copyright, trade secret or other proprietary right of any third party or (iv) resulting from a breach by EDDIE PEACOCK, PLLC of the covenants under Section 7. Nothing in this provision shall require, or be deemed or construed to have required, the Client to assess or collect revenue or to create a sinking fund to satisfy any indemnity obligation in this Agreement.

11. Term

This Agreement shall be effective as of _____, 2023 and shall terminate as provided in Section 12 below.

12. Termination

- (a) Client may, upon giving fourteen (14) days' written notice identifying specifically the basis for such notice, terminate this Agreement for breach of a material term or condition of this Agreement, provided EDDIE PEACOCK, PLLC shall not have cured such breach within the fourteen (14) day period.
- (b) In the event unsatisfactory results to the inquiry referred to in paragraph (f) of Section 7 are received, Client may terminate this Agreement without notice.
- (c) Either party may at any time terminate this Agreement upon giving thirty (30) days' written notice to the other party.
- (d) In the event this Agreement is terminated, EDDIE PEACOCK, PLLC shall be entitled to payment of all fees, as provided in Sections 4 and 5 respectively, incurred prior to the effective date of such termination.

- (e) Upon termination of this Agreement for any reason, EDDIE PEACOCK, PLLC will cease all activity on the Engagement and shall promptly provide to Client, without cost to Client, all work product and files developed by EDDIE PEACOCK, PLLC under this Agreement and all materials provided to EDDIE PEACOCK, PLLC by Client in connection with this Agreement.

13. Priority of this Agreement

This Agreement sets forth the entire intent and understanding of the parties hereto on the subject matter hereof and supersedes any other agreements or understandings. It may be amended only by a writing duly signed by both of the parties hereto.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first below written.

Town of Bartonville, Texas

Eddie Peacock, PLLC

By: _____

By:

Date: _____

Date:

Town of Bartonville

Providing Finance Staff Support

Section I – Finance Staff Support

Definition

Providing Finance staff support is limited to providing support to Town Staff in analyzing and processing accounting information and preparing accounting and other financial reports, reconciliations and adjustments from information that is the representation of management. These reports offer no opinions or any other form of assurance on the fairness of the presentation of financial statements.

Process

I propose to conduct the following steps in the performance of these services:

Provide staff support for the Town of Bartonville:

1. Obtain general understanding of transactions and records of the Town of Bartonville:
 - a. Review prior financial statements and other financial data
 - b. Correspond with key personnel
2. Prepare accounting and financial reports as requested
3. Communicate with other Town Staff on analyzing and completing accounting reconciliations and adjustments.
4. Liaise with the external auditors in order to facilitate completion of the external audit field work in a timely manner; dependent upon the Town providing accounting records, files and other required information on a timely basis.
5. Direct supervision of Town Staff is not included in the scope of services

Section II – Personnel

Edward B. Peacock will be directly responsible to the Town for the timely and responsive performance of the services described herein. In this role, he will be responsible for coordinating all project activities, conducting analysis, and providing advisory services, as well as providing interim staff support.

Edward B. Peacock

Serving in or for the public sector since 1986, Edward has exposure to most financial functions within municipal government. Starting as an Administrative Financial Intern with the Town of Grand Prairie, Edward progressed to the Accounting Manager and Chief Accountant levels with the Cities of Keller, DeSoto and Flower Mound. Edward was involved in all areas of municipal finance, including investments, cash management, financial reporting and budget preparation. As an external consultant, Edward provides financial report preparation, interim staff support and impact fee analysis. He also works with clients on fiscal policies and management strategies that affect fiscal stewardship. His work on management consulting entails work related to improving client operational efficiency and effectiveness.

Appendix A

Nichola Y. Peacock

Nichola specializes in bank and general ledger reconciliations, process implementation and analysis. Her services provide an independent control on account reconciliations and credit card processes.

Nichola also has experience in budget preparation, analysis and publications.

Section III– Timing and Professional Fees

Timing

The Town of Bartonville will provide accounting records, files, and other required information on a timely basis in order to complete the project on schedule.

On site days to be scheduled at the request of the Town Administrator and subject to the availability of the Contractor.

Fees

Hourly Billing

The services of Eddie Peacock are to be billed at the rate of \$125 per hour plus round-trip mileage at the current IRS rate.

The services of Nichola Peacock are to be billed at the rate of \$75 per hour plus round-trip mileage at the current IRS rate.

Clerical services shall bill at the rate of \$50 per hour plus round-trip mileage at the current IRS rate.

A trip fee will be charged for on-site visits. TBD at time of request.

Eddie Peacock, PLLC shall provide Client with an accurate accounting of time spent on the project, either on site or otherwise.

The Town will be invoiced weekly for the hours worked; with payment terms due within ten (10) days of receipt.

Section IV – Conclusions

I am excited about this opportunity to provide professional services to the Town of Bartonville. This proposal attempts to match specific skills and tasks to the needs identified. I am willing to modify any element of this scope to better fit the needs of the Town.

Appendix A