

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** (this “Agreement”) is made and entered into this _____ day of _____, 2024 (the “Effective Date”) by and between the **CITY OF Celina, OHIO**, with an address at 225 N Main St., Celina, Ohio 45822, (the “City”) and **INSOURCE SOLUTIONS GROUP, INC.**, with an address at P.O. Box 1883, Westerville, Ohio 43086- 1883, (“Service Provider”) (the City and Service Provider may be referred to herein individually as a “Party” and collectively as the “Parties”).

SECTION 1. GENERAL DESCRIPTION OF PROFESSIONAL SERVICES. Service Provider agrees to provide certain InSourceTax professional filing services, as more particularly described in the Schedule of Work set forth below (the “Services”). Service Provider shall be solely responsible for providing, at Service Provider’s sole cost and expense, all equipment, tools, software and other supplies which are necessary for performance of the Services in accordance with this Agreement.

SECTION 2. STANDARD OF CARE. Service Provider agrees to perform the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances; and in accordance with all applicable federal, State and local laws and regulations. Service Provider warrants that Service Provider is professionally qualified to perform the Services and maintains the requisite licenses and certifications from any and all public entities having jurisdiction over Service Provider.

SECTION 3. COMMENCEMENT; TERM. Service Provider will begin providing the Services in accordance with the Schedule of Work set forth below. This Agreement shall terminate upon the earlier of: (i) completion of the Services in accordance with the terms and conditions of this Agreement; or (ii) termination in accordance with Section 8 herein (the “Term”).

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|---|---------------|----------|
| • InSourceTax Paid Professional Efile Set Up | \$2,000 | 2/1/2025 |
| • InSourceTax Paid Professional Efile Maintenance | \$1.30/return | 2/1/2025 |

SECTION 4. FEES; PAYMENT.

(a) The City agrees to pay to Service Provider, and Service Provider agrees to accept from the City, as full and complete payment for the Services performed by Service Provider, on an annual basis during each year of the Term: (i) \$2,000 for set-up costs for Individual Tax Filing; (ii) 1.30 per efiled return for annual maintenance costs (collectively, the “Fees”).

(b) Service Provider shall invoice the City on an annual basis in the total amount of the Fees, and the City shall pay each invoice within thirty (30) days of the City’s receipt of the same; provided, if

the City questions any portion of an invoice and delays in paying such portion pending resolution of the questions, the undisputed amount of the payment will be paid by the City in accordance with the terms herein. Pending any payment dispute between the Parties, unless instructed otherwise in writing by the City, Service Provider shall continue to furnish Services to the City.

SECTION 5. INSURANCE. At all times during the Term, Service Provider shall carry and maintain, at Service Provider's sole cost, and with companies authorized to do business in Ohio, all necessary liability insurance (including Workers' Compensation, commercial general liability, and professional liability coverage).

SECTION 6. INDEMNIFICATION. Service Provider shall indemnify and hold harmless the City, and the City's officers, employees, agents, representatives and contractors, (collectively, the "Indemnified Parties") from and against any and all claims, suits, demands, liabilities, losses, damages, costs and expenses arising out of or in any way related to: (i) any actual or alleged gross negligent acts, errors or omissions of Service Provider or its agents, employees, contractors (at any tier) or sub-contractors in the performance of the Services under this Agreement; (ii) the willful misconduct of Service Provider or its agents, employees, contractors (at any tier) or subcontractors; or (iii) any breach of this Agreement by Service Provider.

SECTION 7. LIMITATION OF LIABILITY; EXCLUSIVE WARRANTIES. In no event shall either Party be liable to the other for any special, consequential, punitive, exemplary, incidental or other indirect damages of any kind, whether the claim arises in contract, tort or other legal theory. In no event shall Service Provider be liable to the City for any damages or obligations in excess of the amounts paid to Service Provider under this Agreement. Except for the representations and warranties expressly set forth in this Agreement, SERVICE PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES TO THE CITY, WHETHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ARISING BY OPERATION OF LAW OR OTHERWISE.

SECTION 8. TERMINATION OF AGREEMENT; REMEDIES.

(a) This Agreement may be terminated by either Party for convenience with a minimum of thirty (30) days' prior written notice of termination. In the event of early termination by Service Provider pursuant to this provision, Service Provider shall return any prepaid and unearned Fees proportionate to outstanding Services not yet rendered as of the termination date for the applicable year in the Term.

(b) Either Party may terminate this Agreement due to the other Party's breach of any term or condition set forth herein; provided, the breaching Party has been notified of its breach in writing and given at least thirty (30) days to cure the same in order to avoid termination. If the City terminates the Agreement pursuant to this provision, Service Provider shall return to the City any and all Fees paid to Service Provider hereunder for the applicable year in the Term.

(c) No remedy conferred upon the City by the terms of this Agreement is intended to be exclusive of any other remedy provided by law or in equity. Each and every remedy of the City shall be cumulative and shall be in addition to any other remedy given to the City hereunder or now or hereafter existing.

SECTION 9. OWNERSHIP OF DOCUMENTS. All documents and other records, in any media

format, prepared or furnished by Service Provider pursuant to this Agreement shall be the sole property of the City; provided, nothing in this Agreement shall be interpreted as granting the City any ownership interest in any of Service Provider's intellectual property existing prior to the commencement of this Agreement or incorporated into the work product of the Services. To the extent the City's use and enjoyment of the Services requires the use of any of Service Provider's intellectual property incorporated into the work product of the Services, Service Provider hereby grants to the City a nonexclusive, nontransferable, worldwide license to use, without the right to assign or sublicense, , such Service Provider's intellectual property.

SECTION 10. RIGHT TO INSPECT RECORDS. The City shall have the right to examine, at its sole cost, any and all of Service Provider's books, documents, papers and other records in any way related to the Services. Upon reasonable notice to Service Provider, the City shall have the right to access Service Provider's facilities during Service Provider's normal business hours to conduct audits of Service Provider's books, documents, papers and other records related to the Services, and Service Provider agrees to allow the City access and appropriate workspace to conduct such audits.

SECTION 11. CONFIDENTIALITY. Each party acknowledges that it will have access to certain confidential information of the other and other entities and individuals (including but not limited to social security numbers and other income tax information) in the performance of the Services. Each party hereby represents and warrants that it shall not disclose, directly or indirectly, any confidential information of the other or of any entity or individual, and shall keep and protect such information in the same manner as such party maintains its own confidential information, and at all times in accordance with industry standards for the protective maintenance and use of such information. Each party shall only disclose confidential information of the other internally to those employees and contractors who require such information to perform Services pursuant to this Agreement. Each party shall immediately notify the other if it suspects or becomes aware of any disclosure of confidential information of the other or breach of its secure location for the safekeeping of confidential information. Service Provider acknowledges that the City is an Ohio political subdivision subject to Ohio public records laws, as they may be amended from time to time, and any disclosure by the City of any information (confidential or otherwise) pursuant to such laws shall not be considered a breach of this Agreement.

SECTION 12. NON-DISCRIMINATION. Service Provider represents that Service Provider complies with all applicable equal employment opportunity requirements under applicable law; practices and employs nondiscriminatory employment practices; and shall not discriminate against any individual in the performance of Services hereunder on the basis of race, color, religion, sex, age, disability, national origin, or other similar classification.

SECTION 13. ANTI-ABUSE OF DRUGS AND ALCOHOL. Service Provider shall make a good faith effort to ensure that no employee or contractor of Service Provider will purchase, transfer, use or possess, or be under the influence of alcohol or illegal drugs, or abuse legally obtained drugs while performing the Services. Except for the term "employee," terms in this Section are used as defined in Rule 123:1-76 of the Ohio Administrative Code.

SECTION 14. ETHICS. Service Provider represents that it is familiar with all applicable ethics law requirements, and fully complies with such law and requirements.

SECTION 15. ASSIGNMENT/THIRD PARTIES. The Services furnished hereunder are personal to the City. Service Provider may not assign this Agreement, in whole or in part, to any person or entity

without the City's express prior written consent. Service Provider may not subcontract any of the Services under this Agreement without the City's prior written consent.

SECTION 16. DISPUTES. If a dispute between the Parties arises out of or relates to this Agreement, or any breach thereof, then the Parties agree to make a good faith effort to settle the issue through direct discussion between the Parties prior to seeking recourse to a judicial forum.

SECTION 17. WAIVER. Any failure by the City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision in the future, and the City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

SECTION 18. RELATIONSHIP. Service Provider is an independent contractor for the City in its performance of Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the City.

SECTION 19. SEVERABILITY. Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

SECTION 20. AMENDMENT. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

SECTION 21. COUNTERPARTS. This Agreement may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same Agreement.

SECTION 22. ENTIRE AGREEMENT. This Agreement, hereto, embodies the entire agreement and understanding between the Parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. To the extent that there is any conflict between any terms set forth herein and those set forth in Attachment 1, the terms herein shall control.

SECTION 23. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Ohio. Any action to enforce any provision of this Agreement shall be brought in a state court of competent jurisdiction located in Delaware County, Ohio.

SECTION 24. NOTICES. Any written notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named Party via United States certified mail, return receipt requested; overnight courier with receipt verification; or personal delivery to the recipient-Party at the address set forth above. Either Party may change its address for receipt of notices hereunder by providing written notice of such address change to the other Party.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

INSOURCE SOLUTIONS GROUP, INC.

CITY OF Celina, OHIO

Teri Giesler, CEO

, City Manager

Date

Date