

**Kimmel Services LLC
d.b.a. Kimmel Web Services
15 Duke Ave
Cadyville, NY 12918**

INDEPENDENT CONTRACTOR/CONSULTANT AGREEMENT

AGREEMENT made this 1st day of January, 2022, by and between the Town of Plattsburgh, with its principal place of business at 151 Banker Road, Plattsburgh, New York 12901 (hereinafter "Town") and Kimmel Services LLC d.b.a. Kimmel Web Services, with an office and place of business at 15 Duke Ave, Cadyville, NY.

Purpose: The Town wishes to retain the services of Kimmel Web Services to perform Web Site Management and upgrades relative to the Town's business, and Kimmel Web Services is willing to provide such services as well as desk-side/user support or PC/Server repair as requested.

Scope of Services: Kimmel Web Services will provide the services of Website Management and Updates from all departments and any other related tasks as requested and appropriate.

Rates for Services: Town agrees to pay Kimmel Web Services at an Hourly Rate of \$60 an Hour with a minimum rate of \$1.00 per occasion calculated in one-minute increments for actual time spent to provide the requested service.

Methods of Contact: Kimmel Web Services requires that only Town Designated Department Heads, the Town Supervisor or the Town Board contact and coordinate with Kimmel Web Services directly for support requests. Dave Kimmel can be contacted via the following methods:

Cell Phone: (810) 955-4476 Email: dan@kimmelservices.com, invoices@kimmelservices.com
Office: (518) 293-5034

Expectations of Service: Kimmel Web Services will respond to requests for updates to the Town Website for minutes, meeting agendas, text changes, newsletter updates etc. These updates will be performed within 1-3 days of receiving new documents or as driven by Town needs or statutory requirements. These documents should be sent via email by Department Head or their designated representative indicating if the request is time sensitive, Agenda Items, Text Changes, Newsletter, etc. to help facilitate a timely response.

Any concerns or issues with the timeliness of services being performed should be referred to Kimmel Web Services through above mentioned methods of contact.

David J. Kimmel and Kimmel Web Services is qualified, certified and able to provide or render the SERVICES described above.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both parties, the parties hereto agree, by and between themselves as follows:

1. **RETAINER:** Kimmel Web Services is hereby retained by the TOWN as an independent contractor. The term of this AGREEMENT shall begin January 1, 2022 and continue through December 31, 2022.
2. Kimmel Web Services **shall perform** the SERVICES described above, and all such SERVICES shall be the responsibility of Kimmel Services.
3. David J. Kimmel **warrants** that he is under no obligation to any other entity that in any way conflicts with this Agreement, that he is free to enter into this Agreement and may be under

obligation to consult for others in fields covered by the Scope of Services. Kimmel Services may, during the term of this Agreement, perform consulting services for others inside or outside of the field of the Scope of Services.

4. **INDEPENDENT CONTRACTOR:** Kimmel Web Services is an independent contractor, not an employee of the TOWN and is not entitled to: participation in any benefit plan provided to the employees of the TOWN; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right, or privilege available to the employees of the TOWN.

5. **PAYMENT:** Kimmel Web Services agrees to submit an invoice describing the SERVICES performed for the Town on a monthly basis. Payment for said invoice is payable within 15 days of submission.

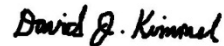
6. **TERMINATION:** This Agreement may be terminated by the Town or Kimmel Web Services on thirty (30) days advance written notice. The Town will be responsible for payment of services requested during the 30-day termination period. Final payment for all services rendered will be issued within 15 days of termination date.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this 1st day of January, 2022.

By:

Michael S. Cashman
Supervisor, Town of Plattsburgh

By:



David J. Kimmel
President, Kimmel Services
d.b.a. Kimmel Web Services