

***SALES TAX AUDITOR AND
CONSULTING AGREEMENT***

This Agreement is made effective as of July 01, 2025, by and between City of El Mirage, a municipal corporation hereinafter referred to as "City" located at 10000 N. El Mirage Rd., El Mirage, Arizona 85335, and Howard Auditing Group hereinafter referred to as "Consultant" located at 18521 E Queen Creek Rd #105-425, Queen Creek, Arizona 85142.

Consultant has a background in sales tax auditing and is willing to provide services to City based on this background.

City desires to have services provided by Consultant.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on July 01, 2025, Consultant will provide the following services (collectively, the "Services"): Select and complete ten(10) to twelve(12) sales and use tax audits; provide sales tax awareness and education to City staff and taxpayers as requested; prepare audit letters, and other related correspondence; interface with the Arizona Department of Revenue; and representation at Unified Audit Committee meetings. Consultant shall provide all necessary services to meet the sales tax audit needs of City.
- 2. PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by Consultant shall be determined by Consultant. City will rely on Consultant to work as many hours as may be reasonably necessary to fulfill consultant's obligations under this Agreement.
- 3. PAYMENT.** City will pay a fixed fee to Consultant for the Services in the amount of \$30,000.00 per year. This fee shall be payable in monthly installments of \$2,500.00 due no later than the fifteenth day of the month following the period during which the Services were performed.
- 4. EXPENSE REIMBURSEMENT.** Consultant shall be entitled to reimbursement from City for the following "out-of-pocket" expenses: travel to out of state only.
- 5. SUPPORT SERVICES.** City will provide the following support services for the benefit of Consultant: mail, and supply of requested City documents.
- 6. TERM/TERMINATION.** The initial term of this Agreement is one year from the Effective Date and may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement shall automatically renew for an additional one-year term until terminated by either party.
- 7. RELATIONSHIP OF PARTIES.** It is understood by the parties that Consultant is an independent Consultant with respect to City, and not an employee of City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Consultant.

8. LICENSES/PERMITS/FEES/TAXES. Consultant shall secure and pay for all business licenses, permits, and other fees necessary and customarily required for the proper execution and completion of Services. Consultant shall pay all applicable taxes related to his/her business.

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

10. INDEMNIFICATION. Consultant shall appear, defend, indemnify and hold harmless the City, members of the City's governing body, its officers, agents, representatives, and assigns from and against all claims of any character or nature, demands, suits, actions, costs, including, but not limited to, wages or overtime compensation due employees in rendering services under this Agreement, costs of defense, attorney fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person or property, including natural resources and any claim made under the Fair Labor Standards Act, or any other Federal or State laws, arising out of the Services performed under this Agreement, or on account of any act or omission by Consultant or his/her employees, or from any claims or amounts arising or recovered under Workers compensation laws or any other law, bylaw, or ordinance, law or decrees, or any failure on the part of Consultant or his/her employees to fulfill Consultants obligations under this Agreement. It is the intent of the parties to this Agreement that the City shall in all instances, be indemnified against all liability losses, and damages of any nature whatsoever for or on account of any injuries to or death of person or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this Agreement. Consultant understands the provisions of this paragraph shall survive termination of this agreement.

11. INJURIES. Consultant acknowledges consultant's obligation to obtain appropriate insurance coverage for the benefit of Consultant (and Consultant's employees, if any). Consultant waives any rights to recovery from City for any injuries that Consultant (and/or Consultant's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Consultant or Consultant's employees.

10. ASSIGNMENT. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.

11. CONFIDENTIALITY. City recognizes that Consultant has and will have the following information:

- sales tax information

and other proprietary information (collectively, "Information") which are valuable, special and unique assets of City and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Consultant agrees that Consultant will not at any time or in any manner, either directly or indirectly, use any Information for consultant's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party without the prior written consent of City. Consultant will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

12. CONFIDENTIALITY AFTER TERMINATION. The confidentiality provisions of this Agreement shall remain in full force and effect after the termination of this Agreement.

13. IMMIGRATION LAW COMPLIANCE WARRANTY. As required by A.R.S. 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees, and A.R.S. 23-214(A). If Consultant uses any sub-contractor in performance of the Services, sub-contractor shall warrant their compliance with these same laws. Consultant and sub-contractor further warrant that they verify employment eligibility through the E-Verify program. City retains the legal right to inspect the papers of Consultant and sub-contractor employees to ensure they are complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

14. SUDAN AND IRAN. Consultant warrants that he/she does not have scrutinized business operations in Sudan or Iran, as prohibited by A.R.S. 35-391.06 and 35-393.06, and further acknowledges that any sub-contractor who is hired by Consultant to perform services pursuant to this Agreement shall warrant that they do not have scrutinized business operations in Sudan or Iran.

15. RETURN OF RECORDS. Upon termination of this Agreement, Consultant shall deliver all records, notes, data, memoranda, models, and equipment of any nature that are in consultant's possession or under consultant's control and that are City's property or relate to City's business.

16. NOTICES. All notices required or permitted under this Agreement 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 City:

City of El Mirage
Robert Russell Weddigen, C.P.A., M.P.A. - Finance Director
Finance Department
10000 N. El Mirage Rd.
El Mirage, Arizona 85335

IF for Consultant:

Dante Howard
Managing Member
18521 E Queen Creek Rd #105-425
Queen Creek, Arizona 85142

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.

14. 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.

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

16. 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.

17. WAIVER OF AGREEMENTUAL 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.

18. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Arizona.

Party receiving services:
City of El Mirage

By: _____
City Manager

Party providing services:
Howard Auditing Group, LLC

By: _____
Dante Howard
Managing Member