

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between Tippecanoe County Emergency Management Agency (hereinafter referred to as "County") and Jillian K. Joffe (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County Emergency Management Agency requires the provision of professional services as described herein in connection with assisting emergency management and health department staff with collection of data required for COVID 19 response and recovery efforts, and Contractor is a skilled professional desiring and able to provide such services on the terms set forth in this Agreement.

SECTION I. DUTIES OF CONTRACTOR

- 1.01 The Contractor shall provide services related to the Supply Unit and to the Cost Unit. With respect to the Supply Unit Duties, Contractor shall: assist in ordering and managing resources and supplies for incident support; track delivery of incident-related resources and supplies; maintain inventory of available supplies; help forecast resource and supply needs; and assist with distribution of all incident related resources and supplies. With respect to the Cost Unit Duties, Contractor shall assist in collecting and recording cost data; maintain cumulative incident cost records; assist with cost-effectiveness analysis; and assist with cost estimates and cost saving recommendations for the incident.
- 1.02 Contractor shall also provide additional services as agreed with the Director of the Emergency Management Agency or the Director's designee.

SECTION II. TERM

- 2.01 This Agreement shall commence upon full execution of the parties, and shall have an initial term ending August 7, 2020. Thereafter, the Agreement shall continue from month to month until terminated.
- 2.02 This Agreement may be terminated by either party for cause or convenience upon thirty (30) days prior written notice.

SECTION III. COMPENSATION

3.01 Contractor shall be compensated for services rendered under the Agreement at the rate of fourteen dollars (\$14) per hour, not to exceed thirty (30) hours or four hundred twenty dollars (\$420) per week.

3.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to County. County shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION IV. GENERAL PROVISIONS

4.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the County in any way.

4.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of County. In the event that County approves of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. County shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

4.03 Confidentiality of County Information. Contractor understands that confidential information may be provided to it or obtained from County during the performance of its services that Contractor may not, without prior written consent of the County, disclose such confidential information to a person not in the County's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to County. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records.

Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the County that is required to be kept confidential by County pursuant to Indiana law.

4.04 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:

Jillian K. Joffe
3344 Woodmar Court
West Lafayette, IN 47906

To County:

Tippecanoe County
Emergency Management Agency
629 N. 6th Street
Lafayette, IN 47901

With copy to:
Tippecanoe County Board of
Commissioners
20 N. 3rd Street
Lafayette, IN 47901

4.05 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

4.06 Conflict of Interest. Contractor certifies and warrants to County that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with County.

4.07 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the County and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinance or Codes of the County of Tippecanoe. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

4.08 Attorneys' Fees. Contractor shall be liable to the County for reasonable attorneys' fees incurred by County in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

4.09 Compliance with IC 22-5-1.7 – E-Verify Program. If Contractor has any employees, Contractor shall enroll in and verify the work eligibility status of all newly hired employees of Contractor through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, Contractor will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. Contractor affirms under penalties for perjury that Contractor does not knowingly employ an unauthorized alien.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Contractor

By: _____ Date: _____

Printed: _____

Title: _____

County

By: _____ Date: _____