

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between Tippecanoe County Public Defender's Office (hereinafter referred to as "County") and Norma Swenz (hereinafter referred to as "Contractor"), is executed pursuant to the terms and condition set forth herein.

RECITALS

Tippecanoe County Public Defender's Office requires the provision of professional services as described herein in connection with various court proceedings, and Contractor is a skilled professional desiring and able to provide such services on the terms set forth in this Agreement.

SECTION 1. DUTIES OF CONTRACTOR

1.01 The Contractor shall provide the services described in Attachment A, which is attached hereto and made a part hereof.

1. **Term.** The term of Agreement shall be from 1/1/2020 through 12/31/2020.
2. **Renewal.** This Agreement shall automatically renew for additional one (1) year periods unless either party shall notify the other in writing not less than thirty (30) days prior to the end of the term of its intent to cancel.
3. **Funding for a Multi-year Agreement.** In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice of Contractor. In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

3.01 Contractor shall be compensated for services rendered under the Agreement. Payment will be in conformance with **Attachment B** to this Agreement.

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 the 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 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 the 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 the 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 Insurance.

4.01 Contractor shall secure and keep in force during the term of this Agreement the following insurance coverage, covering the Contractor for any and all claims of any nature which any in any manner arise out of the result from Contractor's performance under this Contract:

4.02 General liability coverage, including contractual coverage, with minimum liability limits of \$1,000,000 per occurrence unless additional coverage is required by the County.

4.03 Automobile liability (single limit) with minimum liability limits of \$1,000,000 per occurrence.

4.04 With the prior approval of County, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

4.05 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the County and Tippecanoe County and its offices, agents, officials and employees for any and all third party claims, action, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all cost and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The County shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the County.

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

To Contractor:

To County:

Amy Hutchison
Tippecanoe County Public Defender's Office
301 Main Street
Lafayette, IN 47901

4.07 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.

4.08 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 conflicts of interest, direct or indirect, with County.

4.09 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.


4.10 Attorney's Fees. Contractor shall be liable to the County for reasonable attorney's 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.

4.11 Compliance with IC 22-5-1.7 - E-Verify Program. 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 has enrolled and is participating in the E-Verify program (as defined in Indiana Code 22-5-1.7-3) and does not knowingly employ and authorized alien.

4.12 Investment Activities in Iran - As required by IC 5-22-16.5-13, the Contractor hereby affirms under penalties for perjury that the Contractor is not engaged in investment activities in Iran.

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

Contractor

By:  Date: 6/1/2020

Printed: Norma Saenz

Title: _____

County

By: _____ Date: _____

COMPENSATION

1. The county will compensate attorney at a rate of 45.00 Per hour, measured in 1/10 hour increments.

2. Contractor shall provide the County with semi-monthly invoices for services performed in a format as required by County together with any supporting documentation as required by County. Attorney shall not invoice the County and shall receive no compensation from County for preparing of invoices and/or supporting documentation or any other activity related to billing or invoicing County for compensation earned under this Agreement. Upon approval of invoices by the County, the County shall pay Attorney for the approved invoice within thirty (45) days of approval.

Compensation for interpreting and translation services

Interpreting services are provided and billed in full hours only. There is a minimum of 2 hours billed when traveling to a job regardless of time spent. After the initial two hours, each hour will be billed at \$45 individually.

Translation services will be billed according to the time spent on each document from beginning to end at the same rate of \$45 per hour. If the document needs to be certified or notarized there is an extra \$5 fee.

Norma Saenz

Investment Activities in Iran

As required by IC 5-22-16.5-13, [Signature] hereby certifies that it is not engaged in investment activities in Iran.

Accepted:

Accepted

Tippecanoe County

20 N 3rd Street

Lafayette, IN 47901

By: _____

BY: _____

Title: _____

Title: _____

Date: _____

Date: _____