

## SERVICE AGREEMENT

This Service Agreement (hereinafter referred to as "Agreement"), entered into by and between **Tippecanoe County Youth Services by and through the Board of Commissioners of Tippecanoe County** (hereinafter referred to as "County") and **HopeAlight, LLC** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

### RECITALS

Tippecanoe County desires to contract for the provision of "Trust Based Relational Intervention" training and consultation services as more fully set forth in Contractor's Proposal dated August 3, 2020, attached hereto and made a part hereof as Exhibit A.

### SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Contractor, and shall include these Terms and Conditions, Exhibit A, described herein and attached hereto, and any written supplemental agreement or modification entered into between County and Contractor, in writing, after the date of this Agreement. Any provisions in the attached Exhibit A which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both County and Contractor.

### SECTION II. DUTIES OF CONTRACTOR

2.01 Contractor shall provide the services and material described in Exhibit A.

### SECTION III. TERM

3.01 This Agreement shall commence upon full execution of the parties, and shall terminate upon delivery and acceptance of the deliverables described in Exhibit A and payment therefore. The parties acknowledge that payment shall come in whole or in part from grant funds such that the services shall be provided between September 1, 2020, and June 30, 2020.

### SECTION IV. COMPENSATION

4.01 Contractor shall be compensated under the Agreement in an amount not to exceed seven thousand seven hundred and seventy five dollars (\$7,575) as set forth on Exhibit A, attached hereto and incorporated herein.

4.02 Contractor shall submit a properly itemized invoice for services performed and/or material provided 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 V. GENERAL PROVISIONS

5.01 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. Contractor has no authority, express or implied, to bind or obligate the County in any way.

5.02 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.

5.03 Termination.

5.03.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then County may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of County's intent to terminate, and (2) an opportunity for consultation with County prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by County to be incurred by reason of Contractor's default.

5.03.2 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by County are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then County shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the

parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. County agrees that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

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

To Contractor:

Hope Alight, LLC  
Attn: Amy Abell  
704 S. SR 135, Suite D #181,  
Greenwood, IN, 46143

To County:

Rebecca Humphrey  
Youth Services Executive Director  
1530 S. 18<sup>th</sup> Street  
Lafayette, IN 47905

5.05 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, sex, religion, color, age, sexual orientation, gender identity, disability, marital status, familial status, national origin, ancestry, or status as a veteran. Breach of this section shall be regarded as a material breach of this Agreement.

5.06 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.

5.07 Applicable Laws; Forum. 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.

5.08 Waiver. The County's delay or inaction in pursuing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the County's rights or remedies.

5.09 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.10 Successors and Assigns. County and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign,

sublet or transfer its interest in this Agreement without the written consent of County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of County.

5.11 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for Contractor represents that he/she has been duly authorized to execute agreements on behalf of Contractor designated above, has filed proof of such authority with County and has obtained all necessary or applicable approval from the home office of Contractor to make this Agreement fully binding upon Contractor when his/her signature is affixed and accepted by the County.

5.12 E-Verify Employment Eligibility Verification. In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Contractor shall enroll in and verify the work eligibility status for all of Contractor's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that Contractor subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

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

HOPEALIGHT, LLC

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

County:

**BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA**

By: \_\_\_\_\_

David S. Byers

Date: \_\_\_\_\_

By: \_\_\_\_\_

Tracy S. Brown

Date: \_\_\_\_\_

By: \_\_\_\_\_

Thomas P. Murtaugh

Date: \_\_\_\_\_

Attest \_\_\_\_\_

Robert Plantenga, Auditor



**TRUST BASED RELATIONAL INTERVENTION®**  
**Tippecanoe County Youth Services**

Description	Dates	Unit Cost	Quantity	Total Cost
TBRI® Comprehensive Training -2 day virtual training -Includes all training materials -Up to 50 attendees	Sept. 29 and Oct. 1, 2020	\$ 5,100	1	\$ 5,100
Post Training Virtual Consultation -To support implementation -Six hour session	Oct. 28, 2020 Dec. 2, 2020 Jan. 6, 2021	\$ 700	3	\$ 2,100
Monthly Phone Calls (1 hour) -Collaboration with Rebecca -Support, updates, and planning	Sept., Nov., Feb. 2020	\$ 125	3	\$ 375
			Total	\$ 7,575

Date of Proposal B: August 3, 2020  
 Proposal is valid for 30 days