PROFESSIONAL LEGAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between The Board of Commissioners of Tippecanoe County, (hereinafter referred to as "County") and **The Legal Aid Corporation of Tippecanoe County** (hereinafter referred to as "Attorney"), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County desires to contract for the provision of professional legal services for persons involved in causes or cases in Tippecanoe County Superior Court 3 that involve a Child in Need of Services (CHINS) or a Termination of Parental Rights (TPR) when the Judge of Superior Court 3 determines and concludes that a person before such Court in a particular case or cause does not have sufficient means to employ counsel to represent such person and such person has a statutory or constitutional right to such representation.

The **Legal Aid Corporation of Tippecanoe County** is a non-profit corporation that employs attorneys to provide legal services in non-fee generating cases for low income individuals. As used in this agreement "Attorney" shall refer to the **Legal Aid Corporation of Tippecanoe County**. Attorneys employed by the Legal Aid Corporation of Tippecanoe County shall provide the legal services described herein.

Attorney is willing and able to provide such professional legal services pursuant to the terms set forth in this Agreement.

SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Attorney, and shall include these Terms and Conditions, the Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between County and Attorney, in writing, after the date of this Agreement.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between County and Attorney. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County or Attorney 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 Attorney.

1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Attorney or other rights or obligations of County or Attorney the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Attorney and affording the greater right or remedy to County, shall govern. In case of conflict between this Agreement and the Grant, the terms and conditions of the Grant shall govern.

1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against County solely by virtue of County or County's representatives having drafted all or any portion of this Agreement.

1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF Attorney

2.01 Attorney shall provide professional legal services with respect to the representation of indigents as more fully set forth on Attachment A attached hereto and incorporated herein. The services to be provided by Attorney under this Agreement shall proceed with promptness and diligence and shall be executed to County's satisfaction.

SECTION III. TERM

3.01 This Agreement shall commence on January 1, 2021, and shall terminate on December 31, 2021, except that the obligations for accepted cases shall continue and survive termination of this agreement as set forth in Attachment A. The parties may extend the term by written agreement.

SECTION IV. COMPENSATION

4.01 Attorney shall be compensated for services rendered under the Agreement as set forth on Attachment B attached hereto and incorporated herein.

4.02 Attorney 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 Attorney within thirty days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

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

5.02 Subcontracting. All services provided by Attorney under this contract shall be provided by Attorney's employees. The parties agree that Attorney 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, Attorney 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. Attorney 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 Attorney of any responsibility for performing under this Agreement.

5.03 Confidentiality of County Information. Attorney understands that confidential information may be provided to it or obtained from County during the performance of its services that Attorney 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 Attorney who have a need to know in order to provide the services. Further, Attorney'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.

Attorney 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.

5.04 Records; Audit. Attorney shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Attorney shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the County or any other authorized representative of the Tippecanoe County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the County.

5.05 Insurance.

5.05.1 Attorney shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and County from the claims set forth below which may arise out of or result from Attorney's operations under this Agreement, whether such operations be by Attorney or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

A. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Attorney provides County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5);

B. Claims for damages because of bodily injury and personal injury, including death, and;

C. Claims for damages to property.

D. Professional Liability Insurance.

5.05.2 Attorney's insurance shall be not less than the amounts shown below:

A. If Attorney has any employees (unless Attorney has provided County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5)

1. Worker's Compensation & Disability Statutory

2. Employer's Liability Bodily Injury Accident $100,000 each accident

Bodily Injury by Disease	$ 500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

B.	Auto Liability	$1,000,000 (single limit) (owned, hired & non-owned)
	Bodily injury & property damage	$1,000,000 each accident
C.	Umbrella or Excess Liability	$1,000,000 each occurrence and aggregate
D.	Professional Liability Insurance	$1,000,000 each occurrence and aggregate

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

5.05.4 Notwithstanding any other provision of this Agreement, Attorney shall provide County with such certification or other documentation or evidence of insurance coverage as County may from time to time request.

5.06 Termination for Cause or Convenience.

5.06.1 If Attorney 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 Attorney 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 Attorney 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 Attorney's default.

5.06.2 Either party may terminate this Agreement, for convenience without cause, upon thirty (30) days prior written notice. If termination for convenience is affected by County, Attorney's compensation shall be equitably adjusted.

5.06.3 Upon receipt of a termination action for default or for the County's convenience, Attorney shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise and only to the extent consistent with Attorney's obligations

under the Rules of Professional Responsibility, and (2) to the extent consistent with Attorney's obligations under the Rules of Professional Responsibility, deliver or otherwise make available to County all information, materials or documents as may have been accumulated by Attorney in performing this Agreement, whether completed or in process.

5.06.4 If, after termination for Attorney's default, it is determined that Attorney was not in default, the termination shall be deemed to have been affected for the convenience of County. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.06.2 and the recovery of such price adjustment shall be Attorney's sole remedy and recovery.

5.06.5 Notwithstanding any other provision of this Agreement, if after termination of this Agreement by either party, the judge of a respective Court determines continued representation of a particular client by Attorney to be in the best interest of the client, Attorney shall continue such representation as assigned by such Court at the then prevailing hourly rate paid assigned defense counsel by the courts of Tippecanoe County.

5.06 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.

5.07 Indemnification. Attorney agrees to indemnify, defend, and hold harmless the County and Tippecanoe County and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Attorney 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 costs 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 Attorney, provided, however, that the Attorney 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.

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

To County:

Board of Commissioners of Tippecanoe County
20 N. 3rd Street
Lafayette, Indiana 47901

To Attorney:

Legal Aid
Corporation of
Tippecanoe County
300 Main Street
Lafayette, Indiana 47901

5.09 Non-discrimination. Attorney 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.

5.10 Conflict of Interest. Attorney 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.

5.11 Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement – or to enjoy any of its benefits – because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.12 Applicable Laws; Forum. The Attorney 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 Attorney 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.

5.13 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.

5.14 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.

5.15 Attorneys' Fees. Attorney 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 Attorney, or from Attorney's failure to fulfill any provisions or responsibility provided herein.

5.16 Successors and Assigns. County and Attorney 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, Attorney 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.

5.17 E-Verify. Attorney shall enroll in and verify the work eligibility status of all newly hired employees of Attorney through the E-Verify program operated by the United States Department of Homeland Security. If the E-Verify program ceases to exist, Attorney will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. Attorney affirms under penalties for perjury that Attorney 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 an authorized alien.

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

Legal Aid Corporation of Tippecanoe County

By: _____

Date: 12-10-2020

Printed: Amanda Guzman

Title: Executive Director

Tippecanoe County Board of Commissioners

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

Attest _____
Robert Plantenga, Auditor

Attachment A

SERVICES

1. Legal Aid Corporation of Tippecanoe County's employee attorneys shall, consistent with the Rules of Professional Responsibility, provide legal services on behalf of all persons they are assigned to represent pursuant to this Agreement, through and including the filing and arguing if necessary, of a motion to correct errors and filing of a praecipe for the record or any other services required to perfect an appeal.

2. In particular, such attorneys shall represent individuals in Tippecanoe County Superior Court 3 causes or cases that involve a Child in Need of Services (CHINS) or a Termination of Parental Rights (TPR) when the Judge of Superior Court 3 determines and concludes that a person before such Court in a particular case or cause does not have sufficient means to employ counsel to represent such person and such person has a statutory or constitutional right to such representation

3. Case appointments/Appeals will be capped at a maximum of 62% of the full time Commission guidelines.

4. Compensation shall be for acceptance of the appointment or assignment and, thereafter, performance shall be consistent with Attorney's duties under the Rules of Professional Responsibility and shall continue through completion of the case unless the Attorney's representation is terminated prior to completion by the Court.

5. The parties agree that these services are anticipated to require not less than 30 hours per week of work by Legal Aid Corporation employees. The parties shall negotiate to equitably adjust the rate of compensation downward if the work requires materially less than 30 hours per week of work.

Attachment B

COMPENSATION

1. The county will compensate Attorney a total of **fifty-nine thousand three hundred and thirty-nine dollars ($59,339)** for the period specified in Section
3.01.

2. If Attorney, without good cause, declines to accept appointments or assignments while under the maximum specified in Exhibit A-3, County shall be entitled to a reduction in compensation in proportion to the nature and number of declined appointments. The Attorney shall screen all case assignments for conflicts of interest and notify the Court immediately when such a conflict exists disqualifying the attorney from accepting the appointment.

3. Compensation shall be paid on a schedule according to Tippecanoe County's 2021 Claim Submission Schedule with the **fifty-nine thousand three hundred and thirty-nine dollars ($59,339)** being divided as evenly as is practicable between each claim period remaining from the commencement of this contract through **December 31, 2021. (59,339/24 claim periods 2,472.45 per claim period).**

4. Attorney 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 (30) days of approval.

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