

PROFESSIONAL SERVICES AGREEMENT

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

RECITALS

Tippecanoe County requires third party animal care and management services in connection with its animal control operations and Contractor is an individual 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 the services described in **Attachment A**, which is attached hereto and made a part hereof.
- 1.02 Contractor certifies that Contractor is able and willing to provide such services.
- 1.03 This Agreement is being entered into in conjunction with an agreement with Crystal Creek Boarding Kennel and a third-party animal care and management agreement with Emma Banter, the terms of which are hereby incorporated by reference for greater clarity as to the duties contemplated by this agreement. Contractor agrees to comply with the terms of the third-party animal care and management agreement and with the Crystal Creek agreement to the extent not inconsistent with this agreement.

SECTION II. TERM

- 2.01 This Agreement shall commence upon full execution of the parties and continue for a term of one year. The term shall automatically renew annually unless either party provides thirty days written notice in advance of the beginning of a new term of an intent not to renew.
- 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. 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 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 Insurance.
- (a) Contractor shall maintain at a minimum, the following insurance:
 - a. Commercial General Liability in the amount of not less than one million dollars (\$1,000,000).
 - b. Worker's Compensation with the following limits:

i. Worker's Compensation and Disability	Statutory
ii. Employer's Liability	
1. Bodily Injury by Injury/Accident	\$500,000
2. Bodily Injury by Disease	\$500,000
 - (b) Contractor shall cause County to be named as an additional insured for these coverages and shall present County with appropriate certificates of insurance.
 - (c) Within thirty (30) days of being provided with proof of the cost of the premiums for the insurance described in this section, County shall reimburse Contractor for the cost of such premiums in an amount not to exceed two thousand five hundred dollars (\$2,500).
 - (d) If Contractor terminates this agreement prior to expiration of a term of coverage for which County has provided reimbursement under subsection (c), Contractor shall terminate such coverage and remit to County any unearned premium to which Contractor becomes entitled.

4.04 Indemnification. Contractor 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 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 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 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.

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

To Contractor:

To County:

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

4.06 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.

4.07 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.

4.08 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.

- 4.09 E-verify: In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, 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 that Contractor subsequently learns is an unauthorized alien. Contractor hereby certifies that Contractor does not currently employ an unauthorized alien.

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

Board of Commissioners of Tippecanoe County County

By: _____

Date: _____

Contractor

By: _____

Date: _____

SERVICES

Contractor will be responsible for providing services on an as needed and as available basis in coordination with the Animal Care and Management Services provider (“Manager”) and Crystal Creek management for the term of the contract. Contractor will, in consultation with Crystal Creek and the Manager do the following:

1. Interact with the public in reference to the placement and recovery of animals brought to the kennel.
2. Clean, feed, and provide exercise opportunities for the animals in the care of the kennel.
3. Kennel cleaning.
4. Maintain kennel records and logs showing the intake and disposition of animals brought into the facilities.
5. Work with animal rescue operations and local citizens to promote the adoption of animals in the kennel.

Specific duties may include but are not limited to:

1. Checking outside dog runs to look for dogs and cats that may have been left in the runs.
2. If outside runs are empty, let dogs from the inside portion of the kennel outside.
3. Checking for new arrivals.
4. Checking new arrivals for the presence of tags and microchips to help facilitate returns to owners.
5. Cleaning inside runs and refreshing water bowls.
6. Walking dogs for 10-15 minutes, depending on capacity, and returning dogs back in the inside or outside run, depending on weather conditions.
7. Cleaning and sanitizing outside runs and ensuring all gates are fastened.
8. Assisting with vaccinations when necessary.
9. Giving flea and heartworm treatments.
10. Logging new dogs on social media page(s).
11. Interviewing, evaluating and showing adoptable dogs to potential adopters.
12. Contacting animal rescue groups for placement of appropriate animals.
13. General cleaning of the office.
14. Organizing and updating files.

COMPENSATION

1. County will compensate Contractor at the rate of \$_____ per hour, measured in 1/4 hour increments, not to exceed \$_____ annually. This “not to exceed amount” is a maximum and is not a guaranteed contract amount.

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. Contractor 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 Contractor for the approved invoice within thirty (30) days of approval.