

**TIPPECANOE COUNTY
PROFESSIONAL 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 Nicole Miller (hereinafter referred to as “Contractor”), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County has funding available through a grant made available by the Indiana Department of Child Services and Bauer Family Resources, to provide qualified contractors to facilitate the Parent Project.

Contractor is qualified, willing, and able to provide such response 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 Contractor, and shall include these Terms and Conditions, and any written supplemental agreement or modification entered into between County and Contractor, 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 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.
- 1.03 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.
- 1.04 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

- 2.01 Contractor shall provide facilitation services preparing for, contacting participants, and facilitating the Parent Project Group. The Parent Project is a parent education and support

group with goals that include strengthening the family unit; increasing parental involvement; improving school attendance; improving grades; preventing teen pregnancy; reducing school, community, and family violence; preventing and reducing teen alcohol and drug use; reducing youth gang involvement; and reducing the teen death rate.

SECTION III. TERM

- 3.01 This Agreement shall commence upon full execution of the parties, and shall continue from year to year unless terminated for cause or convenience by the parties under section 5.07.

SECTION IV. COMPENSATION

- 4.01 Contractor will be one of multiple Parent Project facilitators. Contractor shall receive compensation at the rate of seventy-five dollars (\$75) per hour.

Contractor acknowledges that, for the period beginning April 1, 2023, and ending March 31, 2024, a limit of nine thousand dollars (\$9,000) has been allocated as an aggregate for the collective group of Parent Project facilitators, of which there are expected to be five. However, the number of facilitators is at the discretion of the County and this limit is a cap on total compensation, not a guarantee of any particular level of total compensation.

- 4.02 Contractor shall submit a properly itemized invoice for services performed under this Agreement. Additionally, Contractor 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.
- 4.03 Contractor will provide County with a completed and signed IRS Form W-9.
- 4.04 County will report payments to Contractor for services provided under this Agreement on IRS Form 1099-MISC.

SECTION V. GENERAL PROVISIONS

- 5.01 **Independent Contractor.** The parties agree that Contractor is an Independent Contractor as that term is commonly used. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor for the services performed under this Agreement. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever, and that County does not carry workers compensation insurance for Contractor. The Contractor has no authority, express or implied, to bind or obligate the County in any way under the terms of this Agreement.

~~5.02 **Concurrent Employment with Tippecanoe County.** The parties acknowledge that Contractor is concurrently employed with Tippecanoe County, and that this contract is a separate agreement for services being provided as an Independent Contractor to Tippecanoe County that are outside the scope of Contractor's regular duties as a Tippecanoe County employee, and that will be performed on Contractor's own time and not as part of Contractor's day-to-day duties as a Tippecanoe County employee. Contractor will not be paid as a Tippecanoe County employee for any time spent performing the duties detailed in this Agreement.~~

5.03 **Subcontracting.** The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement.

5.04 **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.

5.05 **Records; Audit.** Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor 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 a reasonable cost to the County.

5.06 **Insurance.**

5.06.1 Contractor 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 Contractor's operations under this Agreement, whether by Contractor or by anyone directly or indirectly employed by any of it, or by anyone directly for whose acts any of it may be liable:

A. Claims under Worker's Compensation and Occupational Disease Acts,

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 unperformed work, but Contractor will be paid as agreed for all services provided prior to receiving notice of the termination of this agreement.

5.07.2 Either party may terminate this Agreement, for convenience without cause, upon thirty (30) days prior written notice, and Contractor shall be paid as agreed for all services provided prior to receiving notification of the termination of this agreement,

5.07.3 Upon receipt of a termination action for default or for the County’s convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to County all information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.


5.07.4 If, after termination for Contractor’s default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of County, and Contractor shall be paid as agreed for all services provided prior to receiving notification of the termination of this agreement.

5.08 **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. In any event, Contractor shall be paid for all services provided prior to receiving the notice of the termination of this agreement.

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

To Contractor:

To County:

Nicole Miller


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

- 5.10 **Non-discrimination.** Contractor 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.
- 5.11 **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.
- 5.12 **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.
- 5.13 **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.

- 5.14 **Waiver.** Either party'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 or the Contractor's rights or remedies.
- 5.15 **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.

- 5.16 **Attorney's Fees.** Each party shall be liable to the other party for reasonable attorney's fees incurred by it in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the other party, or from the other party's failure to fulfill any provisions or responsibility provided herein.
- 5.17 **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.
- 5.18 **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 the 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.

TIPPECANOE COUNTY:

CONTRACTOR:

Tracy A. Brown

Date

Nicole Miller

Date

Thomas P. Murtaugh

Date

David S. Byers

Date

ATTEST:

Jennifer Weston, Auditor

Date