

**CONTRACT WITH CLARK COUNTY GOVERNMENT**

**Contract Date:** \_\_\_\_\_

This contract (the “contract”) with Clark County, Indiana Government is a valid and binding contract signed by the Board of Commissioners of Clark County, Indiana (the "Board"), who has the authority under Indiana law to execute contracts in the name of Clark County, Indiana Government (the “County”), and who further has the authority to approve payments of claims and accounts chargeable to County. Unless otherwise authorized in writing by the Board, no other instrument shall supersede, contradict, vary or supplement the terms of this Contract.

**1. Identification of Parties.** To the extent this contract is executed by the Board for purposes relating to the official actions, decisions and authority of the Board, the signatures shown below comprise all of the required identification of parties that is necessary to create a binding legal effect when this instrument is signed. Where applicable, the Board shall designate (on signature page) such other offices of the County with whom this contract is signed (“additional parties”). Any such other office/agency of the County so identified shall be authorized to oversee, manage and recommend payments being made by the Board for performances due under this contract.

Additional parties that are under supervision and authority of the Board, nor an agency of Clark County Government, are specifically identified in this paragraph. For purposes of this contract, such additional parties shall be referred to as “Vendor” whether the promises or performances delivered or produced by such external parties are in the nature of supplies, personal services or any professional services of any kind.

For purposes of this contract, the Vendor is identified, with name and address of principal office, along with telephone number for contact purposes as follows:

<b><u>Principal Office of Vendor</u></b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Telephone No:</b>	
<b>Facsimile No:</b>	
<b>E-mail address:</b>	
<b>Cell Phone No:</b>	
<b><u>Vendor’s Authorized Principal Contact-Service of Process</u></b>	
<b>Name:</b>	
<b>Address:</b>	
<b>Telephone No:</b>	
<b>Facsimile No:</b>	
<b>E-mail address:</b>	
<b>Cell Phone No:</b>	

**2. Contract Price.** In consideration of the services to be performed for the benefit of the County or the Board (as shown on Exhibit A), Vendors shall be compensated the total sum of \$\_\_\_\_\_, payable in accordance with the payment schedule set forth in Exhibit B. All parties agree that Vendor shall be paid only in a manner approved by the Board and consistent with the claims processing and payment schedules of the County. No interest or late charge shall be made applicable to any payments due Vendor under this contract, unless specifically approved by the Board in writing due to exigent or unforeseeable circumstances.

**3. Scope of Services.** In consideration of the Board entering into this contract and authorizing payments hereunder pursuant to Exhibit B, the Vendor agrees to provide all services set forth in Exhibit A. All parties agree that performance of the services outlined on Exhibit B is an express condition precedent to any obligation of the Board to authorize any payment, in whole or in part, to Vendor. When payments are due Vendor, after completion of any phase of the services shown on Exhibit A, and at such payment times as are identified on Exhibit B, the Board's authorization for payment shall not be unreasonably withheld. However, the Board expressly retains the right to withhold payment from vendor in cases of nonperformance or unsatisfactory performance of any aspect, or phase of Vendor's scope of services.

**4. Time.** Time is of the essence of this contract. Vendor and Board specifically agree that the services outlined on Exhibit A are the expectation of the parties. The parties mutually agree that all services expected by the County, to be performed by Vendor, shall be fully complete no later than: \_\_\_\_\_ ("completion date"). In cases of unreasonable delay, without satisfactory reasons being provided to the Board in writing, the Board retains the right to deduct a payment increment, from the schedule shown on Exhibit B, for each day that services remain incomplete or not performed after the completion date.

**5. Appropriation; Availability of Funds.** Vendor acknowledges that County contracts in Indiana usually depend on the existence of an appropriation to fund the contract or otherwise legally available funding to make payments hereunder. It is expressly agreed and acknowledged by Vendor that this contract may be unilaterally terminated by the Board for non-existence, lapse or exhaustion of the appropriation or funding anticipated to exist at the time of execution hereof. If the Board implements the termination described in this paragraph, it shall not be required to pay any expectation or bargained-for payments described herein (and on any attachments) because of such failure of appropriation or fixed funding.

**6. Resolution of Disputes, Jurisdiction and Venue.** The parties mutually agree that the situs and venue of all legal disputes, whether seeking relief at law or in equity, shall be the Circuit Court of Clark County or any Superior Court of Clark County. Vendor expressly agrees to waive the right to seek a change of venue from Clark County. Vendor acknowledges the right to seek legal advice of its own choosing with respect to waiver of this right to seek a change of venue from Clark County. Both parties shall retain the right, in the event of litigation, to seek a change of judge, consistent with the Indiana Rules of Trial Procedure.

A. As an express condition precedent to either party filing litigation because of a disagreement arising out of this contract, the parties expressly agree to engage in at least one

(1) good faith effort of Mediation pursuant to the Rules of the Indiana Supreme Court for Alternative Dispute Resolution (“ADR”). In such cases, the parties shall endeavor to agree on a person to serve as mediator of the dispute and that person shall be authorized to fix the location and date of mediation sessions.

B. The parties shall each pay fifty percent (50%) of the mediation expense, unless otherwise expressly agreed in writing at the mediation session. The parties expressly agree that they each shall be required to pay their own attorney’s fees and court costs, respectively, in the event that litigation is filed that results in any judgment for any party. The sole and only exception to the obligation of each party to pay their own fees and costs shall be when the court where the litigation is filed makes an express written finding and determination that any party to the litigation acted in a frivolous, groundless or unreasonable manner in asserting or defending a claim, or in continuing to assert and defend a claim after the positions so asserted or defended became patently unreasonable and groundless. In such cases of such findings, the court may order assessment of attorney fees and costs against the party found to have acted in such a manner.

C. In the parties are unable to agree on the person to be named mediator, any party may issue a written request to the Circuit Court of Clark County, requesting said court to set a panel of three (3) potential mediators from the southern Indiana area to serve in that capacity. The Vendor shall strike first from the panel of potential mediators, the Board shall strike second and the person remaining on the panel shall be selected to be the Mediator, if the person so selected agrees to serve in that capacity.

D. The parties expressly agree that litigation may only be filed after the above-referenced attempt at formal Mediation has been completed and exhausted without successful resolution. By expressly providing for ADR, it is expressly agreed and understood by the parties that the process known as binding arbitration shall not be required of either of them as an express term or condition precedent for resolving any disputes under this contract.

E. If the person/Mediator remaining unstricken declines appointment, the court shall be requested to reissue new panels of three (3) potential Mediators, as often as is necessary, until a person selected accepts the appointment as Mediator.

## **7. Complete Integration/Other Attachments.**

A. In addition to Exhibits A and B, the parties expressly agree that proof of insurance or surety (shown on Exhibit C), plus no more than three (3) other exhibits/attachments identifying specifications are a part this contract. These additional exhibits are identified as Exhibits D, E, and F, respectively) are incorporated into this contract and are a part hereof.

B. Whenever the cases arises where Vendor asserts there are “additional specifications” to supplement the scope of services, the parties expressly agree that such “additional specifications” shall be considered terms of this contract if, and only if, they provide technical, insurance or other non-legal terminology and language.

C. Nothing in the nature of asserting, offering or proffering legal terms, obligations or conditions that may be contained in documents incorporated as “additional specifications” shall have any binding effect on the Board, unless the Board, through its authorized officer, specifically signs and dates any applicable page documents asserted to be “additional specifications.”

D. This contract is a complete integration, inclusive of Exhibits A through F. No other document, instrument, verbal statement, representation or claimed understanding of any party may be asserted to vary, modify, supplement or contradict the terms of this contract and Exhibits A through F, unless such other matter is expressly signed by all parties hereto and identified as a “supplement to contract.”

**8. Prohibited Attachments.** Vendors are specifically prohibited from attaching promotional materials, letters of past work experience or other exhibits/attachments to this contract, beyond Exhibit F, unless specifically approved by the Board in writing. Unilateral attachments made by Vendor, not so approved by the Board renders any obligations of the Board hereunder voidable, in the Board’s sole discretion.

**9. Contract Date.** The effective date of this contract is shown on the first page hereof under the heading “Contract Date:\_\_\_\_\_.” The parties mutually agree that this is the effective starting date of their contract obligations.

**10. Termination.** Notwithstanding any other provision hereof, either party may terminate this contract for good cause shown in writing ninety (90) days prior to a fixed, written termination date. In exigent emergency circumstances explained in writing by the Board to Vendor, the Board may effect termination of this contract for emergency reasons after a ten (10) day written notice to Vendor;

**11. Form Not Applicable to Certain Vendors.** The parties hereto expressly agree that the Board may elect to use different, optional forms of contract with contact accountants and attorneys who perform ongoing services to the Board and that such election does not create any legal rights, remedies, claims or defenses to assert against the Board in the event of dispute, mediation, litigation or appeal.

**12. Governing Law.** The parties expressly agree that the law of the state of Indiana shall, in all circumstances, be the governing law for purposes of interpretation of this contract and/or any mediation or enforcement action hereunder.

**This Contract made and approved between Vendor and Board, as evidenced by their signatures below. To the extent the Board executes this Contract in the name of or for the benefit of any other office of the County (other than those under the Board’s direct supervisory authority), such other office is identified below:**

**APPROVED BY BOARD OF COMMISSIONERS OF CLARK COUNTY:**

\_\_\_\_\_  
\_\_\_\_\_  
President

**FUNDING SOURCE:** \_\_\_\_\_

**OTHER OFFICE FOR WHOM THIS CONTRACT IS EXECUTED:**

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Auditor of Clark County Indiana

**VENDOR:**

\_\_\_\_\_  
Authorized Principal Owner or Officer  
Principal address: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Cell No. #1 contact: \_\_\_\_\_

Cell No. #2 contact: \_\_\_\_\_

**PERMITTED ATTACHMENTS**

- A. Services to be performed/scope of services/required state forms (use "A-2," "A-3" etc. to meet this requirement)
- B. Payment schedule
- C. Proof of insurance/bond/surety when applicable (use "C-1," "C-2," etc.)
- D,E,F Specifications (not legal terms) for technical aspects only. (use "F-1," "F-2," etc. as necessary)

**No other attachments permitted**

