

**Professional Services Contract between
Ritter Strategic Services LLC and
Monroe County Central Emergency Dispatch Center**

This agreement (“Agreement”) is made by and between Ritter Strategic Services, LLC (“Provider”), whose address is PO Box 1, Hagerstown, Indiana 47346, and Monroe County Central Emergency Dispatch Center, the (“Client”), whose address is 220 E. 3rd Street, Bloomington, Indiana 47401 effective this _____ day of _____, 2018.

Recitals

Whereas, Provider has expertise in providing professional services related to public safety answering points operations and technology, policy and procedures, governance and funding, and managed service offerings; and

Whereas, the Provider and Client express a need for such services.

Now, therefore, in consideration of these premises and of the mutual covenants set forth in this Agreement, the Provider and Client agree as follows:

1. **Services.** Provider agrees to perform the professional services described in a Scope of Work (Exhibits), which both the Client and Provider agree to include as part of this Agreement (and by this reference made a part of this Agreement). The Provider agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby.
2. **Scope of Work (Exhibits)** Client agrees that a reference to “Exhibit A” in this Agreement shall represent any subsequent Exhibit(s) attached to this Agreement for any additional Scope of Work mutually agreed to by Provider and Client.
3. **Warranty.** Provider warrants that it shall perform the Services in accordance with generally accepted professional standards for such Services in addition to any standards or requirements as specifically designated in Exhibit “A.” Provider further warrants that, in its performance of Services, it shall comply with all applicable federal, state and local laws, rules and regulations.
4. **Third-Party Consultants.** Provider may employ such consultants as Provider deems necessary to assist in the performance or furnishing of professional services as specifically designated in Exhibit “A.” Provider shall not be required to employ any consultant unacceptable to Provider. Provider shall remain solely responsible for

managing, directing and paying any consultants it employs. Client shall have no obligation whatsoever toward such persons. Provider shall take sole responsibility for the quality and quantity of any services rendered by such persons.

5. **Invoicing and Payment.** Client shall pay to the Provider the fees specifically designated in Exhibit "A" in consideration of Provider's completion of its responsibilities under this Agreement. Invoices will be prepared in accordance with Provider's invoicing practices and will be submitted to Client monthly for services performed up to the date of each invoice.

5.1 Unpaid Invoices. If Client fails to make any payment due to Provider for services and expenses within thirty day (30) after receipt of Provider's invoice therefore, the amount due to Provider will be increased at the rate of 1% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day and, in addition, Provider may, after giving fourteen days (14) written notice to Client, suspend services under this Contract until Provider has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion shall be paid.

6. **Client's Responsibilities.** Except as otherwise provided in Exhibit "A", Client shall do the following in a timely manner so as not to delay the delivery of services contracted from Provider, and Client shall bear all cost incident thereto. Client agrees to make available in a timely manner personnel, contracts, reports, data or any information deemed necessary to complete findings, provided that said reports, data and information are within the custody and control of the Client and provided Client is authorized to provide such reports, data, and information to Provider.
7. **Times for Rendering Service.** If Client has requested changes in the scope, extent or character of a Project as described in Exhibit "A", the time of performance and fee of Provider's services shall be adjusted in accordance with Exhibit "A".

7.1 Work done by Provider will commence on the first mutually acceptable date after execution of this Agreement and will be completed in full and with all Project Deliverables delivered in final form no later than the date specified in Exhibit "A". It is expected that both Parties will carry out their respective responsibilities diligently and expeditiously so as not to delay each other in completing the mutually agreeable tasks and activities associated with the schedule.

7.2 A party will not be in breach of or in default under this agreement on account of, and will not be liable to the other party for, any delay or failure to perform its obligations under this agreement by reason of fire, earthquake, flood, explosion strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

7.2.1 notify the other party of the Force Majeure Event and its impact on performance under this Agreement; and

7.2.2 use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

8. **Term and Termination.** The Client may terminate the Agreement at any time and for any reason by simply notifying the Provider in writing. Upon termination of this Agreement by either Party, the Provider will be entitled (a) to retain all sums previously paid; (b) to payment of all outstanding unpaid invoices; and (c) to payment for services rendered through the date that the Provider received notice of termination.

9. **Indemnification.** Provider shall indemnify, defend and hold Client, officers, directors, partners, and employees from any third-party claim, loss, damage, cost or expense, including attorney's fees and costs of defense, which the Customer may incur by reason of or arising out of (a) any person filing any lien against any property of the Customer, or any claim or lawsuit against the Board in which the person claims payment from the Client for Services; (b) the negligent or intentional act of Provider in the provision of Services pursuant to this agreement; (c) any personal injury (including death) or property damage caused by the negligent or intentional act or omission of, or a breach of any obligation of Provider in the provision of Services pursuant to the Agreement.

9.1 The Client shall provide this same indemnification to the Provider.

9.2 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Client, officers, directors, partners, employees, and agents, and any of them to Provider and anyone claiming by, through, or under Provider for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or intentional or deliberate omissions, strict liability or breach of contract, or warranty express or implied of Client or Client's officers, directors,

partners, employees, or agents, or any of them shall not exceed the total Professional Liability limits carried by Provider in 11(c).

10. **Notices.** All notices and other official communications under this Agreement shall be in writing and sufficiently given if (1) personally delivered to the addressee; (2) delivered by nationally recognized overnight courier service evidencing written receipt of delivery; (3) mailed by U.S. Certified mail, return receipt requested, postage paid; or (4) by electronic mail with subsequent confirmation by delivery in any manner previously mentioned to the addresses above.
11. **Insurance.** During the term of this Agreement, Provider shall maintain the following insurances with the following minimum coverage:
 - (a) Comprehensive General Liability - \$ 1,000,000 per occurrence; \$ 1,000,000 general aggregate;
 - (b) Business Automobile Liability for Owned, Non-Owned, and Hired Automobiles -combined single limit of \$ 1,000,000 per occurrence; and
 - (c) Professional Liability - \$ 1,000,000 per claim.
12. **Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.
13. **Independent Contractor.** The relationship; created by this Agreement between Provider and Client shall be that of independent contractors. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the Parties. Neither Party shall have the authority to enter into contracts or assume obligations for or on behalf of the other Party.
14. **Severability.** In the event any term of this Agreement is or becomes or is declared to be invalid or void by any court, such terms shall be null and void and shall be deemed deleted from this Agreement, and all the remaining terms of the Agreement shall remain in full force and effect. The Parties further agree to make a good faith effort to replace any such invalid or unenforceable provisions with valid and enforceable provisions designed to achieve, to the extent possible, the business purposes and intent of such invalid and unenforceable provisions.

15. **Governing Law, Disputes, and Venue.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Indiana. In the event of any dispute concerning this Agreement, suit may be brought only in the Court of competent jurisdiction in Monroe County, Indiana.
16. **Acknowledgment.** The Agreement contains the complete and final Agreement between the Provider and Client and no other Agreement in any way modifying any terms and conditions will be binding upon the Provider or Client unless made in writing and signed by the Provider's or the Client's authorized representatives.
17. **Non-discrimination.** Provider 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.
18. **Conflict of Interest.** Provider certifies and warrants to Client 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 Client.
19. **E-Verify Employment Eligibility Verification.** In accordance with IC 22-5-1.7, if Provider has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, Provider shall enroll in and verify the work eligibility status for all of Provider's newly hired employees through the E-Verify program. Provider shall not knowingly employ or contract with an unauthorized alien, nor shall Provider retain an employee or contract with a person that Provider subsequently learns is an unauthorized alien. Provider shall:
1. Sign and deliver to Client a sworn affidavit that affirms that Provider has enrolled and is participating in the E-Verify program;
 2. Provide documentation to Client substantiating that Provider has enrolled and is participating in the E-Verify program; and
 3. Sign and deliver to Client an affidavit affirming that Provider does not knowingly employ an unauthorized alien.

Provider shall require all subcontractors, who perform work under this contract, to certify to Provider 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. Provider agrees to maintain this certification throughout the duration of the term of each subcontract. Client may terminate the contract immediately if Provider fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by Client or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Provider to a termination pursuant to this provision must be made in Wayne County Superior or Circuit Court not later than twenty (20) days after Provider receives notice of such termination.

Client:

Ritter Strategic Services LLC

By: _____

By: *s/ Barry C. Ritter*

Printed Name: _____

Printed Name: Barry C. Ritter

Title: _____

Title: Vice-President

Date: _____

Date: _____

