

CONTRACT BETWEEN INDIANA DEPARTMENT OF LOCAL GOVERNMENT FINANCE AND WELLS COUNTY PUBLIC LIBRARY FOR USE OF LIBRARY OFFICE SPACE

This Contract is entered into by and between the Wells County Public Library (“Library”) and the Department of Local Government Finance (“Department”), the exclusive parties to this Contract.

RECITALS

- A.** The Department has staff members commonly referred to as “field representatives,” many of whom are based within a county to which the representative is assigned rather than being based at the Department’s Indianapolis, Indiana headquarters.
- B.** The Department desires to base a field representative in Wells County. This field representative is a member of the Department’s Assessment Division and provides support to local units of government with regard to Indiana property assessment and related matters.
- C.** The Wells County Public Library has expressed a willingness to house the Department’s field representative at its main branch, located at 200 West Washington Street, Bluffton, Indiana.
- D.** The Library has requested that an agreement as to the duties and liabilities of the parties be memorialized.
- E.** This Contract is subject to review under IC 4-13-2-14.1, meaning it is subject to approval by the State Budget Agency, Indiana Department of Administration, and Indiana Attorney General, all of whom are signatories to this Contract.

AGREEMENT

In consideration of the promises, mutual covenants, and obligations of the parties, the Library and the Department agree as follows:

- 1. Incorporation of Recitals.** The foregoing recitals are adopted by the parties as being true and accurate statements and are hereby incorporated by reference into this Contract.
- 2. Duties of Library.** The Library shall provide the Department’s field representative with safe and suitable working space and furnishings, including a chair and desk or table. The Library shall not be responsible for providing the field representative with internet or phone access, nor shall the Library be responsible for providing the field representative with any office supplies. The Department’s field representative shall have access to the working space during the normal business hours of the Library. Should the Library’s designated working space become unsuitable due to construction or other circumstances, the Library shall make reasonable efforts to provide the Department’s field representative with alternate working space.
- 3. Duties of the Department.** The Department shall provide the Library with the name and credentials of the field representative the Department desires to base at the Library at least one week prior to the

commencement of this Contract. The Department reserves the right to base a different field representative at the Library, but will not base more than one field representative at the Library. The Department will notify the Library at least 48 hours in advance of withdrawing its field representative from the Library or basing a different field representative at the Library. The Department is exclusively responsible for providing the salary and benefits, including health insurance, for the field representative. The field representative is subject to the ethical and personnel policies of the Department and the State of Indiana.

4. Consideration. This Contract is entered into for the mutual benefit of both parties. No funds are owed under this Contract.

5. Term. This Contract shall be effective for a period of three (3) years. It shall commence on May 23, 2016 and shall remain in effect through May 22, 2019.

6. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

7. Indemnification. Neither the Department nor the Library shall indemnify the other party or the other party's agents, officials, and employees from any claims or suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Library or Department or their respective agents, officials, and employees in the performance of this Contract. The Library owes the Department's field representative a duty of care no greater than it owes any of the Library's invitees.

8. Independent Contractor; Workers' Compensation Insurance. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, officials, or employees of the other party. The Library has no obligation or responsibility for providing unemployment or workers' compensation insurance for the Department's field representative.

9. Merger & Modification. This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

10. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it shall be sent either by first class mail or via e-mail to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

General Counsel
100 N. Senate Ave., IGC-N, Room 1058
Indianapolis, IN 46204
mduffy@dlgf.in.gov

B. Notices to the Library shall be sent to:

Stephanie Davis/Wells County Public Library Director
200 W. Washington St.
Bluffton, IN 46714
SDavis@wellscolibrary.org

11. Ownership of Documents and Materials. The field representative's work product, including documents and communications produced by the field representative in the course of the field representative's employment by the Department, shall be considered the property of the Department. The Library shall have no responsibility for the field representative's work product. Any materials brought to the Library by the field representative, including a laptop computer, printer, office supplies, or personal belongings, shall be considered the property of the Department or the field representative, as applicable.

12. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

13. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract 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 a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

14. General Provisions.

A. Entire Agreement. This Contract sets forth the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior oral and written agreements and understandings between the Department and the Library. No representation, promise, inducement, or statement of intention has been made by either party which is not set forth in this Contract and neither party shall be bound by or liable for any alleged representation, promise, inducement, or statement of intention not so set forth.

B. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right.

C. Severability. In the event that one or more of the provisions contained in this Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions contained in this Contract. If any provisions contained in this Contract shall for any reason be held to be excessively broad as to duration, geographical scope, activity, or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it then shall appear.

D. Addenda. No addendum to this Contract will be binding unless in writing and executed by all of the parties that are signatories to the Contract.

15. Disputes.

A. Should any disputes arise with respect to this Contract, the Department and the Library agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Library agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute.

C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon issuance of written notice, the parties have ten working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute.

16. Termination for Convenience. This Contract may be terminated, in whole or in part, by either the Department or the Library whenever, for any reason, either party determines that such termination is in its best interest. Termination of services shall be effected by delivery to the other party of a Termination Notice at least thirty days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. For the purposes of this paragraph, the parties stipulate and agree that the State Budget Agency, Indiana Department of Administration, and Indiana Attorney General shall be deemed to be parties to this agreement with authority to terminate the same for convenience when such termination is determined by the Director of the State Budget Agency, the Commissioner of the Indiana Department of Administration, or the Indiana Attorney General to be in the best interests of the State of Indiana.

17. Substantial Compliance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Library, or that the undersigned is the properly authorized representative, agent, member or officer of the Library. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Library, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Library attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

In Witness Whereof, Library and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Wells County Public Library

Indiana Department of Local Government Finance

By: _____

By: _____

Courtney L. Schaafsma, Commissioner

Name and Title, Printed

Name and Title, Printed

Date: _____

Date: _____

Approved by:

Indiana Department of Administration

Approved by:

State Budget Agency

By: _____

(for) Jessica Robertson, Commissioner

By: _____

(for) Brian E. Bailey, Director

Date: _____

Date: _____

APPROVED as to Form and Legality:

Office of the Attorney General

(for) Gregory F. Zoeller, Attorney General

Date: _____

