

AGREEMENT

THIS AGREEMENT entered into this _____ day of _____ 2016, by and between the City of West Lafayette, Indiana, a municipal corporation hereinafter referred to as the "City", and Mental Health America of Tippecanoe County, Inc., located at 914 South Street, Lafayette, Indiana, an organization serving the City of West Lafayette, Indiana, hereinafter referred to as the "Agency";

WITNESSETH:

WHEREAS, the Common Council of the City of West Lafayette, Indiana did adopt the 2016 Budget Ordinance, Ordinance No. 26-15, appropriating certain monies for the use of Mental Health America in the City of Lafayette for providing recognized social services to the citizens of the City of West Lafayette.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. That Mental Health America of Tippecanoe County, Inc., a recognized social service organization, will provide certain services to and for the citizens of the City of West Lafayette, Indiana, all of which are more fully detailed by Exhibit "A", which is attached hereto, and made a part of and incorporated by reference.
2. That for the calendar year 2016, January 1, 2016 - December 31, 2016, the City of West Lafayette, Indiana agrees to pay \$8,000.00 for such services, payable monthly in eleven installments of \$667.00 and one installment of \$663.00.
3. The Agency also agrees to submit to the City a copy of their annual budget and audit, and give permission to the State Board of Accounts to examine the Agency's financial records, if deemed necessary.
4. Prevailing party – attorney fees

Notwithstanding any term or condition in this Contract to the contrary, in the event litigation is commenced to enforce any term or condition of this Contract, the prevailing party shall be entitled to costs and expenses of litigation including a reasonable attorney fee.

5. Engaging in activities w/Iran

By signing this Contract, Mental Health America of Tippecanoe County, Inc. certifies that it is not engaged in investment activities in the country of Iran as set forth in I.C. 5-22-16.5.

6. E-Verify

Mental Health America of Tippecanoe County, Inc. (MHA) shall comply with E-Verify Program as follows:

- a. Pursuant to IC 22-5-1.7, MHA shall enroll in and verify the work eligibility status of all newly hired employees of MHA through the E-Verify Program ("Program"). MHA is not required to verify the work eligibility status of all newly hired employees through the Program if the Program no longer exists.

- b. MHA and its subcontractors shall not knowingly employ or contract with an unauthorized alien or retain an employee or contract with a person that MHA or its subcontractors subsequently learns is an unauthorized alien. If MHA violates this Section 7(b), the City of West Lafayette shall require MHA to remedy the violation not later than thirty (30) days after the City of West Lafayette notifies MHA. If MHA fails to remedy the violation within the thirty (30) day period, the City of West Lafayette shall terminate the contract for breach of contract. If the City of West Lafayette terminates the contract, MHA shall, in addition to any other contractual remedies, be liable to the City of West Lafayette for actual damages. There is a rebuttable presumption that MHA did not knowingly employ an unauthorized alien if MHA verified the work eligibility status of the employee through the Program.
- c. If MHA employs or contracts with an unauthorized alien but the City of West Lafayette determines that terminating the contract would be detrimental to the public interest or public property, the City of West Lafayette may allow the contract to remain in effect until the City of West Lafayette procures a new contractor.
- d. MHA shall, prior to performing any work, require each subcontractor to certify to MHA that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in the Program. MHA shall maintain on file a certification from each subcontractor throughout the duration of the Project. If MHA determines that a subcontractor is in violation of this Section 7(d), MHA may terminate its contract with the subcontractor for such violation. Such termination may not be considered a breach of contract by MHA or the subcontractor.
- e. By its signature below, MHA swears or affirms that it i) has enrolled and is participating in the E-Verify program, ii) has provided documentation to the City of West Lafayette that it has enrolled and is participating in the E-Verify program, and iii) does not knowingly employ an unauthorized alien.

7. Non-Discrimination

Mental Health America of Tippecanoe County, Inc. (MHA) agrees:

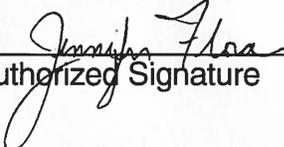
- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates;
- (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
- (c) That the City of West Lafayette may deduct from the amount payable to the contractor a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) If there is a second or any subsequent violation of the terms or conditions of this section, then this contract may be cancelled or terminated by City of West Lafayette and all money due or to become due hereunder will be forfeited.

WITNESS our hands this day and year first above written.

AGENCY: Mental Health America of
Tippecanoe County, Inc.

CITY: City of West Lafayette by its Board
of Public Works and Safety



Authorized Signature

Sana G. Booker, President

Jennifer Flora
Printed Name

Bradley L. Cohen, Member

Chief Executive Officer
Title

Brooke E. Folkers, Member

Thomas J. Kent, Member

ATTEST:

Jonathan C. Speaker, Board Member

Nichole A. Foster, Deputy Clerk