

## AGREEMENT FOR TREE SERVICES IN FAIRFIELD TOWNSHIP

THIS AGREEMENT for tree services at in the right-of-ways of Fairfield Township (“Agreement”) is dated as of the 12<sup>th</sup> day of April, 2023 (“Effective Date”) by and between Fairfield Township (“Township”) and Tree Lafayette (“Organization”). The Township and Organization may be collectively referred to herein as the “Parties”. The Township and Organization, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**1. Scope of Services.** Organization agrees to provide the Township with the following services, on an as-needed basis (“Services”). The Services to be provided include:

- Tree Lafayette will plant eight (8) trees and maintain the trees in the Fairfield Township right of way.

**2. Consideration.** In consideration, the Parties agree that Organization shall charge and the Township shall pay \$2,500.00 for all Services from April 11, 2023 to December 31, 2023, which shall be payable by check on or before April 30, 2023. This consideration may not be amended or modified during the term of this Agreement, except upon agreement of both Parties, which requires at least thirty (30) days written notice.

**3. Marketing.** Organization agrees that as part of this Agreement, it will acknowledge and give verbal and written credit to Township in its publicity, signage, interviews, advertising, news release, and fiscal reports.

**4. Term and Termination.** This Agreement shall commence on the Effective Date and terminate on December 31, 2023, unless the parties mutually agree to extend the term.

**5. Change in Scope of Work.** Organization agrees to perform the Services identified herein. Organization agrees to notify Township on a monthly basis of all dates, locations, numbers and types of trees planted throughout the term of this Agreement. Organization shall not commence any additional work or change the scope of Services provided unless and until authorized in writing by the Township and shall not make a claim for additional compensation in the absence of a prior written approval and amendment by the Township and executed by both Parties.

**6. Termination.** Organization has been given this services contract. If Organization fails to perform under this contract, the Township has the right to immediately terminate this Agreement by providing written notice to Organization and awarding the contract

to another vendor. Organization agrees to pay liquidated damages to the Township in the amount of \$500.00 if it fails to perform and the Township is forced to terminate this Agreement.

**7. Indemnification.** Organization shall completely indemnify, protect and hold harmless the Township from any and all costs, expenses, liability, losses, third party claims, suits, and proceedings of any nature whatsoever brought against the Township arising out of or relating to the terms of this Agreement, unless such costs, expenses, liability, losses, claims, suits, or proceedings arise solely out of negligence, or other breach of duty, by the Township.

**8. Compliance with Laws.** Organization agrees that, in performance of the Services, it will comply with any and all state and federal laws, as well as local ordinances and regulations.

**9. Non-Discrimination.** Organization agrees that it, and any subcontractors, will not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to the employee's hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of the employee's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

**10. E-Verify.** Pursuant to Ind. Code § 22-5-1.7-11, Organization, by entering into this Agreement with the Township, is required to enroll in and verify the work eligibility status of all of its newly hired employees through the E-Verify program. Organization is not required to verify the work eligibility status of all newly hired employees through the E-Verify program if the E-Verify program no longer exists. By executing this Agreement, Organization affirms that it does not knowingly employ an unauthorized alien. Organization further affirms that it will enroll in the E-Verify program, and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program.

**11. Governing Law and Venue.** This Agreement shall be governed, construed, and enforced in accordance with laws of the State of Indiana. Tippecanoe County courts shall have exclusive jurisdiction of any legal action arising out of this Agreement or performance of the Services.

**12. Waiver.** The Parties agree that the failure to enforce any provision or obligation under this Agreement shall not constitute a waiver thereof, or serve as a bar to the subsequent enforcement of any such provision or obligation under this Agreement.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No understanding, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be supplemented or amended, except by written agreement signed by both Parties.

**14. Severability.** The invalidity of any section, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.

**15. Assignment.** Neither Party may assign or transfer this Agreement in whole or in part, without written consent from the other Party.

**16. Headings.** The headings of this Agreement are for reference only, and shall not limit or otherwise affect the terms or provisions of this Agreement.

**17. Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be considered an original, but all of which together constitute one Agreement. Delivery of this Agreement may be accomplished by facsimile.

**18. Non-Appropriation.** The Parties acknowledge that the Township is a governmental entity whose funds are subject to appropriation by its fiscal body. Therefore, if at any time during the initial term or subsequent term of this Agreement, the Township's fiscal body should fail to appropriate sufficient funds to continue this Agreement, it will become null and void. The Township shall not be obligated to perform unless and until sufficient funds are appropriated. The Township agrees to seek funding for the continuation of this Agreement during each budget cycle during the initial term or subsequent term of this Agreement. The Township agrees to inform Organization in writing of any such non-allocation of funds at the earliest possible date, and shall pay for all Services provided prior to exhaustion of the appropriated funds.

**19. Insurance.** Organization shall carry appropriate levels of insurance and include the Township as an additional named insured. Organization shall provide a copy of his insurance policy to the Township if so requested.

IN WITNESS WHEREOF, the Township and Organization have signed this Agreement.

**Fairfield Township, Lafayette, Indiana,**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Tree Lafayette**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_