

**INDEPENDENT CONTRACTOR AGREEMENT  
BY AND BETWEEN THE CITY OF SOUTH BEND, INDIANA  
AND GM EMPOWERMENT GROUP, INC**

---

**THIS AGREEMENT** is made effective the 1 day of January, 2022 (the "Effective Date") by and between the City of South Bend, Indiana (the "City"), a municipal corporation organized and operating under the laws of the State of Indiana, acting by and through its Department of Community Investment (the "Department") and GM Empowerment Group, Inc (the "Contractor"), and each a "Party" and together the "Parties".

**RECITALS**

**WHEREAS**, Contractor has experience and expertise in engagement, facilitation and communication strategies that the City believes may benefit certain City initiatives; and

**WHEREAS**, the City desires to retain the services of Contractor to conduct and assist with certain processes, projects and outreach in furtherance of its efforts to address planning for housing development and new housing programs within the City and, educate the community regarding these, and Contractor is willing to assist the City in its efforts; and

**WHEREAS**, GM Empowerment Group, Inc has experience and expertise in community engagement and facilitating grassroots involvement that the City believes may be beneficial for increasing community engagement in City initiatives and developing outreach programs as described in the previous paragraphs; and

**WHEREAS**, the City, through the Department, has determined that it is in the best interests of the City to retain Contractor's services and Contractor desires to provide such services to the City under the terms and conditions set forth in this Agreement.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the City and Contractor hereby agree as follows:

**Section 1. Duties of the Contractor.** The Contractor shall provide the Services which are more particularly described at *Exhibit A* attached hereto and incorporated herein. The Contractor warrants that she has sufficient experience and expertise to complete the Services and shall execute her responsibilities by following and applying at all times the highest professional and technical guidelines and standards. Nothing in this Agreement shall preclude the Contractor from performing work for other entities or individuals. However, the Contractor agrees not to engage in any activity that is detrimental to City's business interests or interferes with the Contractor's provision of the Services. The Contractor understands and agrees that she shall not commence any additional work or change the scope of the Services provided unless authorized in

writing by the City. No claim for additional compensation shall be made by Contractor in the absence of prior written agreement of the Parties.

**Section 2. Project Information.** The Department shall provide reasonable access to, and use of, any documents, reports, and other data necessary for the Contractor to accomplish the Services. The Parties agree that the City shall be permitted to obtain at no additional cost and to retain any and all documents prepared or caused to be prepared by the Contractor in connection with the Services, and the Contractor agrees to provide the City with said documents upon request. Said documents may be used by the City or others with respect to the City's reporting requirements and other purposes with respect to the Project.

The Contractor or her designee shall serve as the Contractor's principal point of contact for purposes of this Agreement. The Contractor or her designee will be responsible for the provision of relevant information to the Contractor concerning the Project and the Services to be rendered by the Contractor in connection with the Project.

**Section 3. Consideration.** The Contractor will be paid in accordance with the schedule set forth in *Exhibit A-1*. Any payment that the City may deny or withhold or delay shall not be subject to penalty or interest under Indiana Code § 5-17-5.

**Section 4. Funding Cancellation and Payments.** In accordance with I.C. 36-1-12.5-5(d)(4), payments by the City are subject to annual appropriation by its fiscal body. When the City's Controller makes a written determination that funds are not appropriated or otherwise available to support continued performance of this Agreement, this Agreement shall be cancelled. A determination by the City's Controller that funds are not appropriated or otherwise available to support continuation of the performance shall be final and conclusive.

**Section 5. Term and Renewal Option.** This Agreement shall be effective for a period commencing on the Effective Date and shall end no later than December 31, 2022 ("Expiration Date"). Any renewal of this Agreement shall be in writing and signed by both Parties.

**Section 6. Assignment; Successors.** The Contractor may assign or subcontract the whole or any part of this Agreement to another person or entity with the prior written consent of the City, which consent shall not be unreasonably withheld. Contractor shall ensure that any assignee or subcontractor will comply with the terms hereof and shall be responsible for such compliance.

**Section 7. Relationship/Independent Contractor.** Both Parties, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employee(s) or agent(s) of one Party shall not be deemed or construed to be the employee(s) or agent(s) of the other Party for any purpose whatsoever. Neither Party will assume liability for any injury (including death) to any person(s).

or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other Party.

Contractor is solely responsible for compliance with federal, state, and local laws and regulations relating to taxes and social security payments that may be required to be made in connection with the compensation provided under this Agreement. The City, however, may file informational returns with the United States Internal Revenue Service or similar state agency regarding payment made to Contractor in accordance with this Agreement under conditions imposed by federal, state or local laws applicable to such payment. The City shall provide IRS Form 1099, if applicable.

**Section 8. Confidentiality.** The Contractor acknowledges that information which the City regards as confidential or proprietary in nature (the "Information"), may come to the knowledge of the Contractor during the Contractor's performance of services. The Contractor shall treat the Information as strictly confidential and agrees that the Contractor will not, at any time or in any manner, either directly or indirectly, (i) use, or allowed to be used, any Information for the Contractor's own benefit or the benefit of any director, official, employee, or agent or any third party, or (ii) divulge, disclose, or communicate in any manner any Information to any third party without the written consent of the City. The Contractor shall be responsible for maintaining the confidentiality of any Information in his possession, including taking appropriate measures to secure said Information against such uses and dissemination and to inform any person to which he allows to access such information of its confidentiality. Notwithstanding anything to the contrary contained in this Agreement, the Parties will adhere to their respective obligations under the Indiana Access to Public Records Act, and nothing herein will be construed to relieve either Party of such obligations. The confidentiality provisions of this Agreement remain in full force and effect after, and survive the termination of, the Term of this Agreement.

**Section 9. Indemnification.** The Contractor hereby agrees to defend, indemnify, and hold harmless the City, its officials, members, employees, and agents from any and all claims of any nature which arise from the performance by the Contractor under this Agreement and from all costs and attorney fees in connection therewith, excepting for claims pertaining to this Agreement that arise out of the negligence or intentional acts of the City, its officials, members, employees, and agents. The obligations of the Parties under this Section shall survive the termination of this Agreement.

**Section 10. Termination.** This Agreement may be terminated, in whole or in part, by either Party whenever, for any reason, if either Party determines that such termination is in his or its best interest. Termination shall be affected by delivery to the Contractor or the Program Manager, as the case may be, of written notice at least sixty (60) days prior to termination effective date, specifying the extent to which performance of services will or must cease. The Contractor shall be compensated for satisfactory performance prior to the notice date of termination.

**Section 11. Counterparts.** This Agreement may be executed in counterparts, all of which shall be deemed originals.

**Section 12. Governing Law; Jurisdiction; Compliance with Laws.** This Agreement shall be construed and interpreted according to the laws of the State of Indiana without regard to conflicts of laws statutes. Any dispute arising under the terms of this Agreement shall be filed in any court of competent jurisdiction in St. Joseph County, Indiana. The Contractor agrees to comply with, and shall cause any subcontractor hereunder to comply with, all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby are hereby incorporated herein by reference. Contractor shall comply with federal, state and local law in its hiring and employment practices and policies for any activity covered by this Agreement. Further, the City shall not be required to pay for Services that are inconsistent with or in violation of this Agreement nor for any Services performed in violation of federal, state or local statute, ordinance, rule or regulation

**Section 13. Non-Collusion and Acceptance.** The undersigned attests, subject to the penalties for perjury, that he is the Contractor, that he has not, nor has any assignee or subcontractor, directly or indirectly, to the best of his knowledge after due inquiry, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that neither he nor any assignee or subcontractor hereunder has received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the fact of this Agreement.

**Section 14. E-Verify.** The Contractor affirms under the penalties of perjury that he does not knowingly employ any person not legally entitled to work in the United States. The Contractor shall enroll in and verify the work eligibility status of all his newly hired employees, if any, through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor shall not knowingly employ or contract with any person who is not legally entitled to work in the United States. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is not legally entitled to work in the United States.

The Contractor is not required to participate in the E-Verify program should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The City may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

**Section 15. Minority and Women's Enterprise Diversity Development.** Persons, partnerships, corporations, associations, or joint venturers awarded a contract by the City of South Bend through its agencies, boards, or commissions shall not discriminate against any employee or applicant for employment in the performance of a City contract with respect to hire, tenure, terms,

conditions, or privileges of employment, or any matter directly or indirectly related to employment because of race, sex, religion, color, national origin, ancestry, age, or disability that does not affect that person's ability to perform the work.

**Section 16. Non-Discrimination.** The City of South Bend is committed to ensuring equality of opportunity and does not exclude, deny the benefit of, or otherwise subject any person to discrimination in any City program, service or activity on the basis of race, color, national origin, sex, age or disability. The Contractor agrees to comply with and to act consistently with this policy in the performance of the Contractor's duties.

**Section 17. Drug-Free Workplace.** The Contractor hereby agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the City within ten (10) days after receiving actual notice that the Contractor or any assignee or subcontractor has been convicted of a criminal drug violation occurring in the workplace.

**Section 18. Severability.** In the event any portion of this Agreement shall be held illegal, void, or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or conditions of this Agreement are in conflict with any applicable statute or rule of law, then such terms and conditions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform to such law.

**Section 19. No Waiver.** No failure or delay on the part of either Party in exercising any right under this Agreement will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will have effect unless given in a written document signed by the Party waiving such right. No waiver of any right will be deemed a waiver of any other right hereunder.

**Section 20. Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof, and merges and supersedes all prior discussions, agreements, and understanding of any and every nature between them.

*(Remainder of page intentionally left blank)*

IN WITNESS WHEREOF, the Parties hereto, through their duly authorized representatives, have caused this Agreement to be executed as of the day and year first written above. The Parties have read and understand the foregoing terms of this Agreement and do, by their respective signatures hereby agree to its terms.

**GM Empowerment Group, Inc**



Date: March 14<sup>th</sup>, 2022

**CITY OF SOUTH BEND, INDIANA  
DEPARTMENT OF COMMUNITY INVESTMENT**



Katy Rajski, Senior Purchasing Agent

April  
Date: ~~March~~ 1, 2022

## **EXHIBIT A**

### **Scope of Services**

The Contractor will assist DCI to develop an engagement strategy and coordinate the implementation of such related to the City's housing strategy. This is a limited service funded contract position. The Contractor will report to the Chief Neighborhoods Officer in the Department of Community Investment of the City of South Bend, Indiana.

The Contractor will be responsible for completing the following required tasks:

- **Work with the Neighborhoods Team to develop, conduct, and participate in a public informational campaign to grow awareness and seek opinions related to programs and incentives for home repair and housing development.**
- **Identifying and engaging stakeholders and residents around potential city housing related activities, programs, and incentives.**
- **Work with the Neighborhoods Team to execute a detailed plan including outreach, communication, and facilitation to result in a series of public sessions to discuss housing related activities, programs, and incentives with members of the public.**
- **Participate with the Neighborhoods Team in internal city discussions related to the public sessions and housing program implementation designed to assist residents.**
- **Attend, participate in, and/or facilitate public sessions, as agreed to.**
- **Participate with the Neighborhoods Team in announcing and promoting the availability of housing related activities, programs, and incentives.**

**The services must be performed to the reasonable satisfaction of the City, and any deficiency identified by the City's authorized representative shall be corrected as provided in this Agreement.**

**Work will be completed on a per-hour basis as requested by the Chief Neighborhoods Officer. The Contractor will not be compensated for any work that occurs without being requested by the Chief Neighborhoods Officer.**

### **Equipment**

Contractor shall purchase at his/her own cost, his/her own tools and/or equipment necessary to perform all Services.

## Kacey Gergely

---

**From:** Gladys Muhammad <gladyswmuhammad@gmail.com>  
**Sent:** Wednesday, March 23, 2022 11:00 AM  
**To:** Kacey Gergely  
**Subject:** Re: Corrected fee schedule

Hi Kacey - Glad we were able to straighten everything out. I am confirming that I approve the contract as it is currently written. Please provide a countersigned copy at your earliest convenience.

On Fri, Mar 18, 2022 at 12:29 PM Kacey Gergely <[kgergely@southbendin.gov](mailto:kgergely@southbendin.gov)> wrote:

Gladys – I sincerely apologize but the incorrect fee schedule (Exhibit A-1) was included in the signed version of the contract. I've attached the correct version above. If you agree this is in alignment with what was discussed with the team, please reply to this email with your confirmation and I will include this as the corrected exhibit in the contract. I apologize for any confusion.

**IMPORTANT NOTICE!** This E-Mail transmission and any accompanying attachments may contain confidential information intended only for the use of the individual or entity named above. Any dissemination, distribution, copying or action taken in reliance on the contents of this E-Mail by anyone other than the intended recipient is strictly prohibited and is not intended to, in anyway, waive privilege or confidentiality. If you have received this E-Mail in error please immediately delete it and notify sender at the above E-Mail address. Please note that incoming e-mails are not routinely screened for response deadlines, and as such, please notify the sender separately by fax of any message containing deadlines. In addition, E-Mail information cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain virus. Therefore, the sender does not accept liability for any errors or omissions in the contents of this message which arise as a consequence of E-Mail transmission. If verification is required, please request a hard-copy version.

**EXHIBIT A-1**

**Fee Schedule**

In exchange for the Provider's performance of Services, and subject to the terms and conditions of this Agreement, the City will pay the Provider a total sum not to exceed Sixty Thousand Dollars (\$60,000.00) (the "Contract Amount"). The City will pay the Contract Amount in installments upon regular invoicing by the Provider (each a "Contract Installment") in which the Provider will identify the category of and description of services provided consistent with the Scope of Work set out in Exhibit A. The Provider shall receive \$5,000 for each month in which she spends 80 hours on the Services.