



MONROE COUNTY COMMISSIONERS

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

COMMISSIONERS’ HYBRID MEETING AGENDA Wednesday, MARCH 23, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUwV3RoeDFldG5GUT09>

Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

- The public’s video feed will be turned off by the Technical Services Department meeting administrator.
- The public will be able to listen and record.
- The public should raise their hand if they wish to speak during the public comment period.

* * * * *

“Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of Monroe County, should contact the Monroe County Title VI Coordinator, Angie Purdie, (812) 349-2550, apurdie@co.monroe.in.us, as soon as possible, but no later than forty-eight (48) hours before the scheduled event. Individuals requiring special language services should, if possible, contact the Monroe County Title VI Coordinator at least seventy-two (72) hours prior to the date on which the services will be needed. The meeting is open to the public.”

1. CALL TO ORDER BY COMMISSIONER THOMAS

2. COMMISSIONERS’ PUBLIC STATEMENT READ BY COMMISSIONER GITHENS

3. DEPARTMENT UPDATES
Health – Penny Caudill

4. PROCLAMATION – NATIONAL SAFE PLACE WEEK

5

5. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)

6. APPROVAL OF MINUTES
March 16, 2022

6

- 7. APPROVAL OF CLAIMS DOCKET**
Accounts Payable – March 23, 2022
Payroll – March 25, 2022
-

- 8. REPORTS**
None
-

9. NEW BUSINESS

- A. ELECTRONIC RECORDING SERVICES AGREEMENT WITH SIMPLIFILE, CORPORATION SERVICE COMPANY (CSC) AND INDECOMM GLOBAL SERVICE. 16**
Presenter: Eric Schmitz

With the passage of 2022, Indiana Senate Bill 357 to require all Indiana counties to accept and record documents submitted electronically, counties are moving to accommodate multiple e-recording service providers (ERSPs). These agreements enable our recording software provider, Computer Systems, Incorporated (CSI), to aggregate electronic submissions by several certified ERSPs, allowing us to process all submissions through a single interface. The ERSPs we wish to contract with at this time are ICE/Simplifile, Corporation Service Company (CSC), and Indecomm Global Service.

- B. SUB-AWARD AGREEMENT WITH TRUSTEES OF INDIANA UNIVERSITY FOR THE REDUCING REVOCATIONS CHALLENGE GRANT. 28**
Fund Name/Number: TBD
Amount: \$170,000
Presenter: Troy Hatfield

The Monroe Circuit Court Probation Department has been involved in the Reducing Revocations Challenge since 2019. This project is funded by Arnold Ventures and guided by the City University of New York (CUNY) Institute for State and Local Governance (ISLG). The project aims to use the knowledge gained to advance policy and practice solutions to reduce revocations and maximize community supervision success while protecting public safety.

Our Probation Department was chosen to be one of 10 jurisdictions from across the country for Phase 1 of the project. This phase involved data analysis to determine prominent pathways that lead those experiencing community supervision toward revocation resulting in serving time in jail or prison. The Probation Department and research partners at Indiana University and George Mason University were chosen as one of only five (5) jurisdictions to continue with Phase 2 the Reducing Revocations Challenge. Phase 2 includes grant funding to aid in implementation of practices geared toward disrupting the pathways that lead to revocation and ultimately increase success on community supervision. The Probation Department is receiving \$170,000 of nearly \$300,000 in total grant funding provided by Arnold Ventures as a sub-recipient through Indiana University to use toward implementation of identified strategies.

The Monroe County Reducing Revocations Challenge (RRC) Phase 2 includes implementing the following three (3) strategies:

Strategy 1: Increase fidelity to Motivational Interviewing, Effective Practices in Community Supervision (EPICS), and effective case planning.

Strategy 2: Revise standard conditions of probation with focus on race equity.

Strategy 3: Increase the use of incentives and early termination from probation supervision.

C. BLEDSON, RIGGERT, COOPER AND JAMES LAND SURVEYING & CIVIL ENGINEERING SERVICE AGREEMENT. 58

Fund Name(s): County General and Non-reverting Contractual
Fund Number(s): 1000 and 1179
Amount: Not to exceed \$5,500
Presenter: Kelli Witmer

The Monroe County Parks and Recreation Board will approve hiring Bledsoe, Riggert, Cooper, and James during their meeting on at March 23, 2022, 3:30pm. Monroe County Legal recommends having the Board of Commissioners approve the agreement during their meeting on March 23, 2022, at 10:00 am. This agreement will allow Bledsoe, Riggert, Cooper, and James to perform a staked survey of the NW boundary line of Jackson Creek Park. This agreement expires on December 31, 2022.

D. FRED PRYOR E-LEARNING FOR MONROE COUNTY EMPLOYEES. 64

Fund Name: County General
Fund Number: 1000
Amount: \$123,456.60
Presenter: Elizabeth Sensenstein

Fred Pryor online eLearning library as a training resource for all Monroe County Employees. This agreement would provide access to content on the supplemental course list, required training such as OSHA, or state/federal training, and the ability to upload our own training (such as our annual internal control training) and monitor employee engagement. This item was previously discussed during the March 23, 2022 work session.

E. CUMMINS PLANNED MAINTENANCE AGREEMENT. 66

Fund Name: Cumulative Capital
Fund Number: 11318
Amount: \$7,192.92/3 years
Presenter: Greg Crohn

The current planned maintenance agreement for the Justice Building backup generator system is expiring. This request is to approve a three-year auto-renewing agreement provided by Cummins-Allison Corporation. Scope of service covered (same as previous agreement), Two site visits annually to include one (1) Full Maintenance Service visit, and one (1) Maintenance Inspection.

F. RESOLUTION 2022-11 REGARDING TO OPT BACK INTO OPIOIDS SETTLEMENT PURSUANT TO INDIANA CODE 4-6-15-2 AND RELATED APPROVALS. 71

Presenter: Jeff Cockerill

The documents included in this item are:

1. A resolution to Opt Back into the opioids settlement pursuant to IC 4-6-15-2
2. Certification of the Resolution
3. An amended Attorney's fees agreement
4. Participation Agreement for the Settlements

This opts back into the State Code. The documents reflect two defendants' settlements, of which the County is to receive \$2,386,371.57 and \$559,601.87.

Some of these funds are subject to restrictions. At a future meeting, it is anticipated that a new fund or funds will be created.

G. RESOLUTION 2022-12; ROGERS ROAD PROPERTY (THOMSON SITE) 83
Presenter: Jeff Cockerill

Catalent Indiana, LLC has approached the County Commissioners' concerning purchasing the Rogers Road Property (Thomson Site) in the future; this resolution indicates that the Commissioners will commit to not improving or selling the property for up to two years, as long as they are making progress towards the local investment promised.

H. VS ENGINEERING AGREEMENT FOR SIDEWALK/PATH PROJECT ALONG ROGERS STREET. 86
Fund Name: 2021 GO Bond
Fund Number: 4814
Amount: \$37,200
Presenter: Lisa Ridge

The Board of Commissioners has expressed concerns about options for getting alternative modes of transportation to the new library and Bachelor Middle School. This agreement will begin the process of a study and determine the scope of proposed sidewalk/path options along S. Rogers Street.

I. BUTLER, FAIRMAN, SEUFERT, INC. AGREEMENT FOR KARST FARM GREENWAY EXTENSION. 95
Fund Name: 2020 GO Bond
Fund Number: 4813
Amount: \$71,800

This agreement is for Right-of Way acquisition engineering services for the Karst Farm Greenway extension. This portion of the project begins at W. SR 45 at Liberty Drive and continues to the existing Karst Greenway, behind Sierra Drive. The services will be for Right-of-Way management, appraising, and buying.

10. APPOINTMENTS

11. ANNOUNCEMENTS

12. ADJOURNMENT



**PROCLAMATION
IN OBSERVANCE OF
NATIONAL SAFE PLACE WEEK**

WHEREAS: “National Safe Place Week” will be celebrated across the nation during the week of March 20 - 26, 2022; and

WHEREAS: The youth of Monroe County, Indiana will determine the future strength of our country and be the bearers of our democracy; and

WHEREAS: Youth need a safe haven from various negative influences such as child abuse, substance abuse and crime, and they need to have resources readily available to assist them when faced with circumstances that compromise their safety; and

WHEREAS: The Safe Place program is committed to protecting the youth of Monroe County, Indiana by offering access to short-term housing at neighborhood locations where trained volunteers are available to counsel and advise young people seeking assistance and guidance; and

WHEREAS: Utilizing designated locations where youth can get information and immediate help, Safe Place is found at businesses, such as restaurants, convenience stores, movie theaters, and community buildings such as fire stations, libraries and public transportation vehicles; and

WHEREAS: The success of Safe Place is based on public/private collaborations between businesses, school systems, fire departments, law enforcement, and a network of volunteers; and

WHEREAS: More than 1,500 communities in 38 states administer the Safe Place program at more than 22,000 locations; and

WHEREAS: Since program's inception in 1983, more than 15 million youth have been educated through National Safe Place Network's Safe Place outreach efforts, familiarizing them with the Safe Place sign and providing them with information about how to seek help in order to stay safe;

WHEREAS: Increased awareness will encourage more communities to establish Safe Place locations where youth can readily access the help they need.

NOW, THEREFORE: We, The Monroe County Board of Commissioners, do hereby proclaim our observance of the week of March 20 - 26, 2022 as

NATIONAL SAFE PLACE WEEK

PROCLAIMED THIS TWENTY-THIRD DAY OF MARCH, TWO THOUSAND TWENTY-TWO

THE MONROE COUNTY BOARD OF COMMISSIONERS

JULIE THOMAS

PENNY GITHENS

LEE JONES



MONROE COUNTY COMMISSIONERS

Monroe County Courthouse, Room 323
100 W Kirkwood Avenue
Bloomington, Indiana 47404
Office: 812-349-2550

Julie Thomas, President
Penny Githens, Vice President
Lee Jones

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, March 16, 2022 at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

Members

Julie Thomas, President - Present, **In Person**
Penny Githens, Vice President - Present, **In Person**
Lee Jones – Present, **In Person**

Staff

Angie Purdie, Commissioners' Administrator – Present, **In Person**
Jeff Cockerill, Legal Counsel – Not Present

1. **CALL TO ORDER BY COMMISSIONER THOMAS 10:05 am**

2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER THOMAS 10:05 am**

3. **DEPARTMENT UPDATES 10:06 am**
Health – Penny Caudill
Fleet - Greg Crohn

4. **PUBLIC COMMENT- *For items NOT on the agenda (limited to 3 minutes per speaker)***
No public comment.

5. APPROVAL OF MINUTES – 10:15 am

March 9, 2022

Githens made motion to approve. Jones seconded.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

6. APPROVAL OF CLAIMS DOCKET 10:16 am

Accounts Payable – March 16, 2022

Githens made motion to approve. Jones seconded.

No Public Comment.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

7. REPORTS 10:18 am

Treasurer's – February 2022

8. NEW BUSINESS

A. PUBLIC HEARING AND REVIEW OF ORDINANCE 2022-07; REAUTHORIZATION OF THE CUMULATIVE CAPITAL DEVELOPMENT FUND (1138)

10:18am

Presenter: Brianne Gregory

As a function of State Law, the Cumulative Capital rate changes. This Ordinance reestablishes the rate to the maximum level allowed by State Law. State Law requires a public hearing to occur before action may be taken on the Ordinance. This request is for both the Public Hearing and the Ordinance approval.

Githens made motion to approve. Jones seconded.

Thomas Opened Public Hearing.

No Public Comment.

Thomas Closed Public Hearing.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

B. PUBLIC HEARING AND REVIEW OF ORDINANCE 2022-08; REAUTHORIZATION OF THE MAJOR BRIDGE FUND (1171)

10:20 am

Presenter: Brianne Gregory

As a function of State Law, the Major Bridge Fund rate changes. This Ordinance reestablishes the rate to the maximum level allowed by State Law. State Law requires a public hearing to

occur before action may be taken on the Ordinance. This request is for both the Public Hearing and the Ordinance approval.

Githens made motion to approve. Jones seconded.

Thomas Opened Public Hearing.

No Public Comment.

Thomas Closed Public Hearing.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

C. INTEGRA REALTY RESOURCES AGREEMENT 10:22 am

Fund Name: Reassessment

Fund Number: 1224-34350-000-0000

Amount: Not to exceed \$15,600

Presenter: Judy Sharp

Proposal for Valuation Services by Integra Realty Resources for the appraisal of Holiday Inn Express & Suites. The appraisal will serve as evidence in an upcoming Indiana Board of Tax Review (IBTR) hearing on May 24, 2022. The property is under appeal for the years of 2020 and 2021. Appraisal will be completed by Integra Realty Resources - Appraiser David Hall, MAI, AICP. Total cost of proposal not to exceed \$15,600, the final cost is dependent on the scope of the work necessary to complete the appraisal.

Githens made motion to approve. Jones seconded.

No Public Comment.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

D. B & L IT SERVICES FOR ELECTION SUPPORT 10:30 am

Fund Name: Election Fund

Fund Number: 1215-31650-0062

Amount: Not to exceed \$200,000

Presenter: Tressia Martin

This agreement will allow B&L IT Services to provide Election Support services.

Githens made motion to approve. Jones seconded.

No Public Comment.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

- E. HILTON GARDEN INN AGREEMENT FOR PRIMARY ELECTION TRAINING LOCATION. 10:33 am**
Fund Name: Election Fund
Fund Number: 1215-30006-0062
Amount: \$4,880
Presenter: Tressia Martin

This agreement will provide the Clerk's office a location to hold Primary Election Training (\$305/per day for 16 days).

Githens made motion to approve. Jones seconded.
Thomas made motion to continue this item to the work session. Githens seconded.
No Public Comment.
Thomas called for a Voice Vote to continue.
Motion Passed; Unanimous; No Objections.

- ~~**F. HART INTERCIVIC AGREEMENT. 10:40 am**~~
~~**Fund Name:** Election Fund~~
~~**Fund Number:** 1215-22002-0062~~
~~**Amount:** Not to exceed \$4,450~~
~~**Presenter:** Tressia Martin~~

~~This agreement is for LAT test deck service for ballot printing and matrix setup for precinct testing of the ballot and the voting equipment.~~

~~Githens made motion to approve. Jones seconded.
Thomas made motion to remove this item from the agenda and put on the work session agenda. Githens seconded.
No Public Comment.
Thomas asked for a Voice Vote on removal of item.
Motion Passed; Unanimous; No Objections.~~

- G. STRAUZER CONSTRUCTION CO. CHANGE ORDER #1 FOR ELECTION OPERATIONS (302 S. WALNUT ST.) 10:41 am**
Fund Name/Number: TBD
Amount: \$6,735
Presenter: Greg Crohn

It has been requested that the 12'x20' ballot room specified in the design plans for the Election Operations building, be increased to the dimensions of 16'x24'. This to ensure adequate ballot and equipment storage space. To allow for the difference in design, a framing materials change, additional lighting and additional electrical outlets are necessary.

Githens made motion to approve. Jones seconded.
No Public Comment.
Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

H. MECH-TECH, INC AGREEMENT TO REPLACE WATER HEATER IN THE MONROE COUNTY JAIL 10:44 am

Fund Name: Cumulative Capital Development

Fund Number: 1138

Amount: Not to exceed \$19,000

Presenter: Greg Crohn

The water heating system in the Monroe County Jail is comprised of two units. One unit is currently out of service and beyond repair. This has resulted in an inadequate hot water supply to the facility.

This request is to approve the Mech-Tech Inc. proposal to replace the unit with a Lochnivar 399,000 BTU Commercial Condensing Water Heater.

Githens made motion to approve. Jones seconded.

No Public Comment.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

I. RESILIENT STRATEGIES, LLC AGREEMENT FOR STATEMENT OF WORK REPORT 10:47 am

Fund Name: Health

Fund Number: 1159

Amount: Not to exceed \$10,000

Presenter: Penny Caudill

This agreement will allow Resilient Strategies, LLC to provide a Statement of Work for an After Action Report (AAR) related to COVID-19 response.

Githens made motion to approve. Jones seconded.

No Public Comment.

Thomas called for a Voice Vote.

Motion Passed; Unanimous; No Objections.

J. INDIANA DEPARTMENT OF HEALTH STD AND OTHER INFECTIOUS DISEASES GRANT. 10:50 am

Fund Name: STD Strengthening Prevention

Fund Number: 8112

Amount of Grant: \$170,000

Presenter: Penny Caudill

The IDOH has awarded additional funds to the Monroe County Health Department for expanding, training, and sustaining disease intervention and partner services for reportable STDs and other infectious diseases. These funds will provide for an additional Disease Intervention Specialist in the 12 county jurisdiction. These funds are federal funds through IDOH.

Githens made motion to approve. Jones seconded.
No Public Comment.
Thomas called for a Voice Vote.
Motion Passed; Unanimous; No Objections.

- K. MATRIX INTEGRATION ASSISTING SERVICES FOR ELECTION OPERATIONS (302 S. WALNUT ST.)**
Fund Name: Cumulative Capital Development
Fund Number: 1138-30025
Amount: Not to exceed \$5,000
Presenter: Eric Evans

10:53 am

This agreement will allow Matrix Integration to assist Technical Services Department with establishing an encrypted wide area network node at the old Napa building. Labor to be billed hourly at \$125 /hour.

Githens made motion to approve. Jones seconded.
No Public Comment.
Thomas called for a Voice Vote.
Motion Passed; Unanimous; No Objections.

- L. PUBLIC HEARING FOR ORDINANCE 2022-03; AMEND MONROE COUNTY ZONING ORDINANCE CHAPTER 802 – ZONES AND PERMITTED USES**
Presenter: Jackie Nester Jelen

10:57 am

The purpose of this text amendment is to add "Scrap Metal Processing Facility" as a permitted use only in the Heavy Industrial (HI) zone. The amendment will include a definition that is aligned with the Indiana State Statute, and also places standards on the permitted use, which includes the following: "The facility is accessed and served by road infrastructure sufficient to safely transport scrap metal by truck bed, trailer, or semi-trailer and is sufficiently buffered by natural objects, plantings, fences, or other appropriate means so it is substantially screened from the main-traveled way of the system. The outdoor storage area shall be limited to 100,000 square feet or less and be located in an area that complies with the buildable area provision in Chapter 804-4(E)." The need for this text amendment is due to the fact that scrap metal recycling is not considered solid waste by IDEM or the Solid Waste District, and therefore, there is a gap in our ordinance. If a business desires to change their use to the Scrap Metal Processing Facility use, they would have to meet the requirements of the ordinance proposed here, and apply for a site plan that is reviewed by Stormwater, Highway, Planning, and Health Departments.

Update - Edits proposed by staff include excluding "acceptance of "White Goods" that by design incorporate Freon-containing components", "off-site remelting" was added so that this type of processing does not occur on-site with this use.

The condition: "Storage area must be on an asphalt or concrete surface and must have a riparian buffer zone of least 100' from each side of all intermittent and perennial streams as referenced in Chapter 825-3(B)" was also added.

Githens made motion to approve. Jones seconded.

Public Comment:

Larry Parsons, Bedford Recycling - in favor of petition

Mark Crandley, Monroe County resident - in opposition of petition.

Githens made motion to continue this item to a future date. Jones seconded.

Thomas called for a Voice Vote to continue.

Motion Passed; Unanimous; No Objections.

M. ORDINANCE 2022-05; BEDFORD RECYCLING REZONE FROM MINERAL EXTRACTION (ME) TO HEAVY INDUSTRIAL (HI) 11:18 am

Presenter: Jackie Nester Jelen

The Monroe County Zoning Ordinance is amended to rezone one (1) 30.45 +/- acre parcel in Section 32 of Perry Township at 405 W. Dillman Rd, parcel #: 53-08-32-300-009.001-008, from Mineral Extraction (ME) to Heavy Industrial (HI).

Githens made motion to approve. Jones seconded.

Public Comment:

Larry Parsons, Bedford Recycling - in favor of petition

Mark Crandley, Monroe County resident - in opposition of petition.

Githens made motion to continue this item to a future date. Jones seconded.

Thomas called for a Voice Vote to continue.

Motion Passed; Unanimous; No Objections

9. APPOINTMENTS

None

10. ANNOUNCEMENTS

Accepting applications for all boards and commissions. Go to www.co.monroe.in.us for more information or to fill out application.

Commissioners' hybrid meetings will be in the Nat U. Hill meeting room, 3rd floor of the Courthouse and via Zoom. Meetings are open to the public.

Residents can sign up for the Monroe County Alert Notification System for all weather and health related emergencies and updates. To sign up visit www.co.monroe.in.us.

Monroe County Commissioners' Blood Drive will be held at [Ivy Tech, Shreve Hall, 200 Daniels Way, Bloomington, IN](#) on the following dates:

- Tuesday, March 29, 10am – 3pm**
- Wednesday, March 30, 1pm – 6 pm**
- Monday, April 4, 10am – 3pm**
- Tuesday, April 5, 1pm-6pm**

Monroe County Commissioners and Monroe County Council have extended the Assistance Fund for county residents who need assistance in paying rent or utilities. Contact your local Township Trustee for further information.

TOWNSHIP TRUSTEE	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington - Kim Alexander	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	chreyonlds812@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk - Chris Spiek	812.837.9446	cspiek@bluemarble.net
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - Donn Hall	812.837.9140	donnhall403@yahoo.com
Van Buren - Rita Barrow	812.825.4490	vbtrita@bluemarble.net
Washington - Barbara Ooley	812.876.1188	ooleyb@yahoo.com

11. ADJOURNMENT

The summary minutes of the March 16, 2022 Board of Commissioners' meeting were approved on March 23, 2022.

Monroe County Commissioners

Ayes:

Nays:

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones

Lee Jones

Attest:

Catherine Smith, Auditor

Minutes submitted by: AF Minutes reviewed by: MM



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION SUMMARY
MARCH 16, 2022**

Nat U. Hill Meeting Room - 3rd Floor, Courthouse and Zoom Connection

Members

Julie Thomas, President - Present, **In Person**
Penny Githens, Vice President - **Present, In Person**
Lee Jones – Present, **In Person**

Staff

Angie Purdie, Commissioners' Administrator – Present, **In Person**
Jeff Cockerill, Legal Counsel – **Not Present**

- 1. Elizabeth Sensenstein** **11:57 am**
Discussion regarding Fred Pryor online eLearning for Monroe County employees.
[Bring it back to the March 23rd formal meeting for approval.](#)

- 2. Tressia Martin** **12:04 pm**
[This item is continued from the formal meeting.](#)

HART INTERCIVIC AGREEMENT

Fund Name: Election Fund
Fund Number: 1215-22002-0062
Amount: Not to exceed \$4,450
Presenter: Tressia Martin

This agreement is for LAT test deck service for ballot printing and matrix setup for precinct testing of the ballot and the voting equipment.

[Thomas made motion to bring item "E" back for consideration. Githens seconded.](#)

[Public comment:](#)

[Marty Hawk- County Council](#)

[Thomas called for a Voice Vote.](#)

[Motion Failed, 3-0.](#)



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda:

Vendor #

Executive Summary:

With the passage of 2022 Indiana Senate Bill 357 to require all Indiana counties to accept and record documents submitted electronically, counties are moving to accommodate multiple e-recording service providers (ERSPs). These agreements enable our recording software provider, Computer Systems, Incorporated (CSI), to aggregate electronic submissions by several certified ERSPs, allowing us to process all submissions through a single interface. The ERSPs we wish to contract with at this time are: ICE/Simplifile, Corporation Service Company (CSC), and Indecomm Global Service.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="n/a"/>	<input type="text" value="n/a"/>	<input type="text" value="\$0.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Request to be Electronic Recording Service Provider (ERSP)

I, Auri Burnham, as an authorized signatory for Simplifile, LC ("ERSP"), by my signature below, request authorization from Monroe County, IN ("County") to use the eRMConnect system provided to County by CSI - Computer Systems, Inc. ("CSI") for the Electronic Recording of Documents as authorized by County herein.

I acknowledge that ERSP is responsible for maintaining an agreement with County regarding the legality and recordability of all Document Submissions and for any/all payments owed to County for Recording Fees and Agency Fees when using the eRMConnect system and that ERSP is responsible for payment of all CSI Fees owed to CSI to use eRMConnect. Said payments for all Recording Fees and Agency Fees will be made to a designated account, in compliance with an agreement and documentation between ERSP and County.

I understand and accept that ERSP must satisfy the eRMConnect integration and Certification requirements of CSI prior to submitting Documents through eRMConnect, which includes completion of the Electronic Recording Service Provider Agreement between CSI and ERSP, successful completion of and maintenance of the eRMConnect Certification process, payment of the CSI Integration Service Fee, and providing timely payments to CSI for all CSI Fees.

ERSP Auri Burnham
Accepted and Signed by: Auri Burnham (Mar 10, 2022 11:20 MST)
Printed Name: Auri Burnham
Date: Mar 10, 2022
Address: 5072 N 300 W, Provo, UT 84604
Phone number: 801-373-0151 Email address: accounts-simplifile@theice.com

Authorization of ERSP (To be completed by County)

I, _____, as an authorized signatory for _____ County, _____ by my signature below, authorize ERSP to use the eRMConnect system provided by CSI for the Electronic Recording of Documents as authorized herein with County. Attached is the initial Authorized Document Submission list by County for submission to eRMConnect by ERSP. Additional Document Submissions may be added to this authorization.

I acknowledge that any/all payments made by ERSP for Recording Fees and Agency Fees owed to County will be made via ACH to a designated account, in compliance with an agreement and documentation between the County and ERSP.

Accepted by:
Catherine Smith, Auditor
Monroe County
100 W Kirkwood Avenue
Bloomington, IN 47404
Signature: _____ Date: _____

Board of Commissioners of Monroe County

Date: _____
Lee Jones
County Commissioner - District 1

Date: _____
Julie Thomas, President
County Commissioner - District 2

Date: _____
Penny Githens, Vice President
County Commissioner - District 3

This authorization is to remain in full force and effect until any Party provides written notification to the other Parties of its termination of this authorization.

**ADDENDUM TO
Request to be Electronic Recording Service Provider (ERSP) and
Authorization of ERSP**

1. **Worker's Compensation.** SIMPLIFILE, LC ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.

- Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
 7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
 8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

SIMPLIFILE, LC
"Contractor"

Board of Commissioners of Monroe County
"Board"

Auri Burnham
Auri Burnham (Mar 10, 2022 11:40 MST)

by _____

Date Mar 10, 2022

ATTEST: _____, 2022

Catherine Smith, Auditor

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/11/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

Table with 2 main columns: PRODUCER (USI Insurance Services, LLC) and CONTACT NAME (Jennifer L Lefler). Includes details for INSURER(S) AFFORDING COVERAGE with NAIC #s for various insurers like Continental Casualty Company and American Casualty Company.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Main table listing insurance coverages (A-F) with columns for INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, and LIMITS. Includes details for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

CERTIFICATE HOLDER CANCELLATION

Table with 2 columns: CERTIFICATE HOLDER (Monroe County, IN) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative: Paula B Bulman).



County Implementation Process

Request to be Electronic Recording Service Provider (ERSP)

I, Jennifer Kenton, as an authorized signatory for Corporation Service Company (“ERSP”), by my signature below, request authorization from **Monroe** County, **IN** (“County”) to use the eRMConnect system provided to County by CSI – Computer Systems, Inc. (“CSI”) for the Electronic Recording of Documents as authorized by County herein.

I acknowledge that ERSP is responsible for maintaining an agreement with County regarding the legality and recordability of all Document Submissions and for any/all payments owed to County for Recording Fees and Agency Fees when using the eRMConnect system and that ERSP is responsible for payment of all CSI Fees owed to CSI to use eRMConnect. Said payments for all Recording Fees and Agency Fees will be made to a designated account, in compliance with an agreement and documentation between ERSP and County.

I understand and accept that ERSP must satisfy the eRMConnect integration and Certification requirements of CSI prior to submitting Documents through eRMConnect, which includes completion of the Electronic Recording Service Provider Agreement between CSI and ERSP, successful completion of and maintenance of the eRMConnect Certification process, payment of the CSI Integration Service Fee, and providing timely payments to CSI for all CSI Fees.

ERSP

Signed by: *Jennifer A. Kenton*
Printed Name: Jennifer Kenton
Date: _____

Address: 251 Little Falls Drive, Wilmington, DE 19808

Phone number: 855-200-1150 – Option 3

Email address: csc-help@cscglobal.com

Authorization of ERSP (To be completed by County)

I, _____, as an authorized signatory for **Monroe** County, **IN** by my signature below, authorize ERSP to use the eRMConnect system provided by CSI for the Electronic Recording of Documents as authorized herein with County. Attached is the initial Authorized Document Submission list by County for submission to eRMConnect by ERSP. Additional Document Submissions may be added to this authorization.

I acknowledge that any/all payments made by ERSP for Recording Fees and Agency Fees owed to County will be made via ACH to a designated account, in compliance with an agreement and documentation between the County and ERSP.

Signed by: _____
Title: _____
Date: _____

This authorization is to remain in full force and effect until any Party provides written notification to the other Parties of its termination of this authorization.

ADDENDUM TO CORPORATION SERVICE COMPANY AGREEMENT

1. **Worker's Compensation.** CORPORATION SERVICE COMPANY ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

- 6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws , and Indiana unemployment insurance laws.
- 7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
- 8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

Accepted by:

Catherine Smith
Auditor
Monroe County
100 W Kirkwood Avenue
Bloomington, IN 47404

Accepted by:

Jennifer Kenton
Executive Vice President
Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

Signature: _____

Date: _____

DocuSigned by:
Jennifer Kenton
Signature: _____
6A66E5391B1416...

Date: March 8, 2022

Board of Commissioners of Monroe County

Lee Jones
County Commissioner – District 1

Date: _____

Julie Thomas, President
County Commissioner – District 2

Date: _____

Penny Githens, Vice President County Commissioner – District 3

Date: _____

Request to be Electronic Recording Service Provider (ERSP)

I, Gerrell Clardy, as an authorized signatory for Indecomm Global Services ("ERSP"), by my signature below, request authorization from Monroe County, IN ("County") to use the eRMConnect system provided to County by CSI - Computer Systems, Inc. ("CSI") for the Electronic Recording of Documents as authorized by County herein.

I acknowledge that ERSP is responsible for maintaining an agreement with County regarding the legality and recordability of all Document Submissions and for any/all payments owed to County for Recording Fees and Agency Fees when using the eRMConnect system and that ERSP is responsible for payment of all CSI Fees owed to CSI to use eRMConnect. Said payments for all Recording Fees and Agency Fees will be made to a designated account, in compliance with an agreement and documentation between ERSP and County.

I understand and accept that ERSP must satisfy the eRMConnect Integration and Certification requirements of CSI prior to submitting Documents through eRMConnect, which includes completion of the Electronic Recording Service Provider Agreement between CSI and ERSP, successful completion of and maintenance of the eRMConnect Certification process, payment of the CSI Integration Service Fee, and providing timely payments to CSI for all CSI Fees.

ERSP

Signed by: [Signature]
Printed Name: Gerrell Clardy
Date: 1/26/22
Address: 1427 Energy Park Dr. St. Paul, MN 55108
Phone number: 612 290 7846 Email address: gclardy@indecomm.net

Authorization of ERSP (To be completed by County)

I, _____, as an authorized signatory for _____ County, _____ by my signature below, authorize ERSP to use the eRMConnect system provided by CSI for the Electronic Recording of Documents as authorized herein with County. Attached is the initial Authorized Document Submission list by County for submission to eRMConnect by ERSP. Additional Document Submissions may be added to this authorization.

I acknowledge that any/all payments made by ERSP for Recording Fees and Agency Fees owed to County will be made via ACH to a designated account, in compliance with an agreement and documentation between the County and ERSP.

Signed by: _____
Title: _____
Date: _____

This authorization is to remain in full force and effect until any Party provides written notification to the other Parties of its termination of this authorization.

ACCEPTANCE AND AUTHORIZATION:

Accepted by:

Catherine Smith
Auditor
Monroe County
100 W Kirkwood Avenue
Bloomington, IN 47404

Signature: _____

Date: _____

Board of Commissioners of Monroe County


Lee Jones
County Commissioner – District 1

Julie Thomas, President
County Commissioner – District 2

Penny Githens, Vice President
County Commissioner – District 3

Accepted by:

Gerrell Clardy
Director of Operations
Indecomm Global Services
1427 Energy Park Drive
St. Paul, MN 55108

Signature:  _____

Date: March 11th, 2022

Date: _____

Date: _____

Date: _____

ADDENDUM TO INDECOMM GLOBAL SERVICES AGREEMENT

1. **Worker's Compensation.** Indecomm Global Services ("Contractor") shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as material breach of this Agreement, and may result in its cancellation without further cause.
2. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least 1 million per occurrence, and 2 million dollars aggregate, and furnish proof of such insurance to the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board as a material breach of this Agreement, and may result in its cancellation without further cause.
3. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person or property related to performance of the Project, and agrees to indemnify and save harmless the Board from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the Project, except such claims, costs or suits arising out of the fault of the Board of its employees.
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his, hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, disability, national origin or ancestry – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

It is further agreed that a penalty may be deducted from the contract in the sum of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this provision. If a second or subsequent violation occurs, this contract may be terminated, and all monies due or to become due hereunder may be forfeited. It is further agreed that a breach of this covenant may be considered a material breach of the contract.

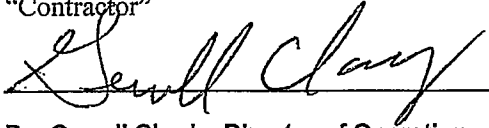
5. **Compliance with Law.** Contractor shall, at its own expense, obtain all licenses and permits which may be necessary to complete the Project. Contractor shall comply with all applicable laws and regulations, and indemnify and save harmless the Board for any fines or expenses of any nature which it might incur from Contractor's noncompliance, including laws and regulations enforced by the State Fire Marshal, State Building Commissioner, Department of Fire Prevention and Building Safety, State Department of Health, O.S.H.A., state and local building codes and the Americans with Disabilities Act. Contractor will comply with IC 22-5-1.7-3. Specifically including the following:
 - Contractor to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program.
 - Contractor is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists.
 - Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana.

IN WITNESS WHEREOF, Contractor and Board have executed this Addendum as dated below in two counterparts, each of which shall be deemed an original.

INDECOMM GLOBAL SERVICES.

"Contractor"



By: Gerrell Clardy, Director of Operations

Date 3/11/2022

Board of Commissioners of Monroe County

"Board"

ATTEST: _____, 2022

Catherine Smith, Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal

Work session

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Fund Name(s):

Fund Number(s):

Amount(s)

Presenter:

Speaker(s) for Zoom purposes:

Name(s)

Phone Number(s)

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

SUBAWARD AGREEMENT

Trustees of Indiana University (“Indiana”)		Monroe County Government (“Subrecipient”)	
Indiana PI: Dr. Miriam Northcutt Bohmert		Subrecipient PI: Troy Hatfield	
Prime Award No.		Prime Sponsor: CUNY/Arnold Ventures LLC	
Project Title: Reducing Revocations Challenge: Monroe County, Indiana			
Period of Performance: 10/01/2021 – 09/30/2023	Amount Funded: \$170,000	Payment Type: Fixed Price	Subaward No. 9241

This Subaward Agreement (“Agreement”) is entered into this ___ day of _____, 2022
Subrecipient has the necessary personnel and facilities to perform the work and/or services for
Indiana and agrees to participate in accordance with the terms below.

THEREFORE, it is agreed as follows:

Article 1. Scope of Work

The work to be performed by Subrecipient will be in accordance with Subrecipient’s proposal to
Indiana. The Scope of Work and Budget are hereby incorporated as a part of this Agreement
and is attached as Exhibit A.

Article 2. Period of Performance

The period of performance of this Agreement shall begin and terminate on the dates stated
above unless changed by mutual consent of the parties by written amendment to this
Agreement.

Article 3. Consideration and Payment

- A. It is understood that this is a fixed price agreement. The cost to Indiana for
Subrecipient's performance of this Agreement shall not exceed \$170,000.
- B. Indiana shall pay subrecipient in accordance with the Payment Schedule shown in
Exhibit A. In addition to submission of each deliverable by the deliverable date,
Subrecipient's Business Office shall send an invoice to invoice@iu.edu or the address
as listed in 3.D. The invoice shall include the deliverable description, payment amount,
Subaward number, and Purchase Order number. The final invoice shall be sent to
Indiana within twenty (20) days unless extended by mutual agreement by both parties.
- C. Following the execution of this Agreement, Subrecipient will separately receive a
Purchase Order from Indiana. All invoices must reference the Purchase Order number.

Any Purchase Order issued under this Agreement is intended solely to facilitate
payment. The terms and conditions of this Agreement supersede any and all terms and
conditions of the Purchase Order.

- D. Invoices should be emailed to invoice@iu.edu. Alternatively, they may be mailed to:

Indiana University
IU AP Billing
PO Box 4527
Scranton, PA 18505

Article 4. Termination

This Agreement may be terminated by either party providing the other party receives written notice thirty (30) days prior to the effective date of termination.

Article 5. Technical Direction

It is understood by the parties that Dr. Northcutt Bohmert and Indiana are responsible to Prime Sponsor for scientific supervision and program control of the work to be conducted under this Agreement.

Article 6. Confidentiality

- A. This Agreement shall be carried out without the disclosure of one Party's confidential or proprietary information to the other party. However, should it become necessary to disclose confidential or proprietary information, the providing Party will notify the receiving Party in advance and in writing, and the Parties shall agree on reasonable terms for the protection of such information. All confidential information will be clearly marked as such, or promptly disclosed as such, in writing.
- B. The obligation of the Parties to maintain confidential information under this Agreement will survive its expiration or termination and will endure for five (5) years from the date of disclosure.
- C. The obligation of non-disclosure will not apply to any part of the information that:
 - 1. Is already know to Receiving Party prior to the effective date, as evidenced by Receiving Party's records;
 - 2. Becomes publicly known without the wrongful act or breach of this Agreement by Receiving Party;
 - 3. Has been or is disclosed to Receiving Party by a third party who was not, or is not, under any obligation of confidence or secrecy to Disclosing Party at the time third party discloses to Receiving Party, or has the legal right to do so;
 - 4. is developed independently by employees of Receiving Party who had no access to or knowledge of the Information, as evidenced by Receiving Party's records;
 - 5. is approved for release by written authorization of the Disclosing Party;
 - 6. is required to be disclosed by law or governmental regulation or to any governmental entity with jurisdiction, provided Receiving Party promptly notifies Disclosing Party, if reasonably practical or possible, in writing of such lawful disclosure.

Article 7. Reports

- A. Progress Report – Additional technical/progress reports on this project may be required by Indiana's project director in order for Indiana to satisfy its reporting

obligations to the awarding agency. Subrecipient agrees to provide the Indiana project director with technical/progress reports upon request.

- B. Other Reports - Subrecipient further agrees to provide Indiana, upon request, any information pertaining to the results, findings, or methods developed or used under this Agreement.

Article 8. Human Subjects

During the course of this project, should the use of experimental human subjects become involved, Subrecipient agrees to comply with the federal regulations governing the protection of human research subjects, 45 CFR Part 46.

Article 9. Laboratory Animals

During the course of this project, should the use of laboratory animals become involved, Subrecipient agrees to comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544) as amended (P.L. 91-579, P.L. 94-279, and P.L. 99-198) 7 U.S.C. 2131 et. seq. and any subsequent or applicable amendment, addendum, or revision.

Article 10. Recombinant DNA Research

During the course of this project, should the conduct of research involving recombinant DNA molecules become involved, Subrecipient agrees to comply with the Department of Health and Human Services "Guidelines for Research Involving Recombinant or Synthetic Nucleic Acid Molecules"(November 2013) and any subsequent or applicable amendment, addendum, or revision.

Article 11. Liability

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.

Article 12. Policies and Procedures

Subrecipient agrees to administer this Agreement in accordance with its established policies and procedures, unless these policies and procedures are in violation of this Agreement or the agency sponsoring this Agreement. In the event Subrecipient's policies and procedures are not in accordance with this Agreement or the agency sponsoring this Agreement, Subrecipient agrees to follow the most restrictive regulations.

Article 13. Assignment and Subcontracting

Subrecipient shall not assign, transfer, convey or otherwise dispose of this Subaward or of Subrecipient's rights, obligations or duties, without the prior written consent of Indiana. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

Article 14. Incorporation of Prime Agreement

The following documents are hereby incorporated as part of this Agreement:

Exhibit B: Prime Agreement

This Agreement incorporates by reference the clauses in Exhibit B with the same force and effect as if they were given in full text. Subrecipient agrees to comply with any applicable terms and conditions of the prime grant awarded from the Prime Sponsor to Indiana.

Article 15. Order of Precedence

Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) this Agreement, (2) the Prime Award (Exhibit B) (3) the Subrecipient's Proposal (Exhibit A). This Agreement shall not be altered by the acknowledgement or acceptance by Subrecipient of any purchase order form or similar document containing terms or conditions at variance with, or in addition to, those set forth herein.

Article 16. Modification

Any modification to this Agreement shall be in writing and signed by both Indiana and Subrecipient.

(The remainder of this page is intentionally left blank.)

Subrecipient

The Trustees of Indiana University

Name:

Title:

Date: _____

Name:

Title:

Date: _____

Subaward # 9241

EXHIBIT A

Monroe Circuit Court Probation Department

Proposed Deliverables and Payment Schedule
 Reducing Revocations Challenge Phase II Grant
 October 20, 2021

Deliverable	Payment	Deadline	Stage
Monroe Circuit Court Probation will facilitate discussions with key stakeholders within and outside probation regarding strategy implementation.	\$25,000	March 1, 2022	Stage 1 (Months 1-5)
Monroe Circuit Court Probation will provide training and associated materials for their probation officers and other staff in case planning, motivational interviewing, and EPICS.	\$85,000	September 30, 2022	Stage 2 (Months 6-12)
Monroe Circuit Court Probation will establish and employ an expanded incentive program for clients and explore (and provide, if legal and/or other rules permit) incentives to probation officers.	\$15,000	September 30, 2022	Stage 2 (Months 6-12)
Monroe Circuit Court Probation will create, test, and finalize a probation officer feedback dashboard.	\$25,000	September 30, 2022	Stage 2 (Months 6-12)
Monroe Circuit Court Probation will analyze video of probation officers' appointments with clients.	\$15,000	March 31, 2023	Stage 3 (Months 13-24)
Monroe Circuit Court Probation will schedule and present research results to key stakeholders.	\$5,000	September 30, 2023	Stage 3 (Months 13-24)

EXHIBIT B

RESEARCH FOUNDATION OF CUNY 230 WEST 41ST STREET, 7TH FL., NY, NY 10036	SUBAWARD NUMBER: CM00007051-00 PROJECT ACCOUNT NO: 7V094-00-02
--	---

1. PASS-THROUGH ENTITY: RESEARCH FOUNDATION OF CUNY ON BEHALF OF:
COLLEGE: The City University of New York (CUNY), CUNY Institute for State & Local Governance (ISLG)
ADDRESS FOR INVOICES: 10 East 34th Street, 5th Floor, New York, NY 10016

2. SUBRECIPIENT:
NAME: Trustees of Indiana University
ADDRESS: 509 E. 3rd Street, Bloomington, IN 47401-3654

3. PROJECT DESCRIPTION:
SPONSOR: The Laura and John Arnold Foundation (LJAF)
TITLE: Reducing Revocation Challenge
SPONSOR ID: Grant ID: 21-06050 **CFDA #:** Not Applicable

4. KEY PERSONNEL/PROJECT DIRECTOR:
RFCUNY: Michael Jacobson
SUBRECIPIENT: Miriam Northcutt Bohmert

5. KEY PERSONNEL/PROJECT DIRECTOR
TELEPHONE #/EMAIL:
RFCUNY: 646-664-3481, Michael.Jacobson@islg.cuny.edu
SUBRECIPIENT: 812-855-4285, minorth@indiana.edu

6. BUDGET:

TOTAL SUBAWARD AMOUNT NOT TO EXCEED \$298,000.00*

 *SEE APPENDIX B FOR PAYMENT DETAILS

7. ATTACHMENTS:

APPENDIX A: SCOPE OF WORK
APPENDIX B: BUDGET DELIVERABLES, TIMELINE & FEES
APPENDIX C: GENERAL TERMS AND CONDITIONS
APPENDIX D: SAMPLE INVOICE

8. CONDITION PRECEDENT: Payment to RFCUNY from the Laura & John Arnold Foundation for performance of this Subaward is a condition precedent to Subrecipient's right to payment, hereunder. The Subrecipient relies on the credit of the Laura & John Arnold Foundation, not RFCUNY, for payment of this work. The Subrecipient agrees that its right to payment extends to only those funds made available by the Laura & John Arnold Foundation pursuant to this Subaward cover sheet.

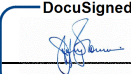

9. SUBAWARD TERM: October 1, 2021 – September 30, 2023

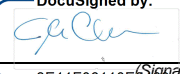
10. COMMENTS: None

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this Agreement.

RESEARCH FOUNDATION OF CUNY
ON BEHALF OF:
CUNY INSTITUTE FOR STATE &
LOCAL GOVERNANCE

SUBRECIPIENT

DocuSigned by:
 BY: 
(Signature)
CD6BC054433745D... 
NAME: Jeffrey Slonim
(Printed Name)
TITLE: Chief Counsel
(Printed Title)
DATE: 12-13-2021

DocuSigned by:
 BY: 
(Signature)
3E11F06110E8409...
NAME: Joshua Clemens
(Printed Name)
TITLE: Assistant Director of Research Contracting
(Printed Title)
DATE: 12-10-2021

NR 190308/ IPID 00704920

Scope of Work: Monroe County

Following a competitive process, Indiana University and the Monroe Circuit Court Probation Department have been selected by the CUNY Institute for State and Local Governance (ISLG) and Arnold Ventures to receive funding in Phase II of the Reducing Revocations Challenge (RRC). The RRC is a national initiative that aims to increase the success of those on probation through identifying, piloting, and testing promising strategies grounded in a robust analysis and understanding of why revocations occur. In Phase I of the RRC, and in partnership with Monroe Circuit Court Probation Department, Indiana University conducted action research to explore the drivers of probation revocations and how they might be prevented, ultimately developing a proposal for a strategy to reduce the footprint of probation and/or increase the success of those under supervision. In Phase II of the RRC, Indiana University is receiving funding to further develop and implement that strategy.

Indiana University will lead an action research team (ART) for Monroe County consisting of Indiana University and Monroe Circuit Court Probation Department. As part of this work, Indiana University will enter into a separate subcontract with Monroe Circuit Court Probation Department. Indiana University will be responsible for ensuring that the ART completes required activities and deliverables in two areas of work: 1) strategy development, implementation, and monitoring, and 2) peer learning; and participates in regular check-in calls with ISLG and other partners throughout the process. The activities and deliverables to be completed and submitted in each of these areas are described in the remainder of this document.

Strategy Development and Implementation

Over a two-year period, Indiana University and Monroe Circuit Court Probation Department will carry out three stages of work designed to position them for maximum impact: 1) in-depth operational planning; 2) initial implementation; and 3) ongoing implementation and monitoring. Below is a brief description of the strategies that will be the focus of this work, followed by a description of each of the three stages of work:

Strategy 1: Increase fidelity to motivational interviewing (MI), use of effective practices in correctional settings (EPICS), and effective case planning

Monroe Circuit Court Probation Department will recommend additional training sessions aimed at increasing the use of MI and EPICS skill usage as well as level of comfort in using these skills. Additional training in fidelity monitoring and sustainability will also be provided to management staff. The goal is to reduce revocations and increase success on supervision.

Key Implementation Steps

- Core Correctional Solutions trains POs: goal is to eliminate confusion and solidify new practices.
- Develop knowledge sharing resources and host discussions with all probation stakeholders
- Evaluate success of culture shift. Monroe County maintains several years of recorded videos. A sample of these videos will be reviewed and used to establish a pre-booster baseline of MI and EPICS skills. Recorded videos after booster sessions will be used to compare application of MI and EPICS skills

Strategy 2: Revise standard conditions of probation to be fewer in number as well as positive and goal-oriented in tone

Clients and POs will focus more on creating positive change and less on enforcing standard rules.

Key Implementation Steps

- Amend standard conditions of supervision in coordination with criminal court judges.
- Establish a working group that includes key judicial representation and representatives such as prosecuting attorney, public defender, POs and supervisors, probation chief, and people with lived experience.
- Establish bi-weekly planning and drafting meetings for three months (6 meetings).
 - Discuss goals and purpose of goal-oriented probation, review current standards of condition, discuss most violated standards of conditions. Place standard conditions into one of two buckets: one for public safety related conditions and one for other conditions. Work to remove 'other' conditions from the list. Rewrite remaining conditions to be more positive and goal oriented.
- Create a new form for the conditions of supervision (i.e., a sentencing order form). Meet with Criminal Division judges to approve changing probation order and setting date for implementation.
- Meet with impacted individuals to discuss the new conditions and best practices in implementation.
- Six months after new conditions of probation are implemented, pull data comparing administrative sanctions, violation rates, and types of conditions being violated from before and after the conditions were changed. Conduct, as needed, focus groups, surveys, or interviews with impacted individuals to discuss implementation and progress.

Strategy 3: Increase Use of Early Termination from Probation & Incentivize Positive Behaviors

This could encourage and motivate change in client behaviors. One major incentive is the use of early discharge from probation. It already exists as an option, but is rarely used in practice.

Key Implementation Steps

- Meet with impacted individuals to discuss the rationale for increased use of incentives and early discharge from probation and best practices in implementation. For example, when and how to give incentives to make them most effective as well as how to track them in the database.
- Six months after incentive use is increased, the ART will work with probation to pull data comparing administrative sanctions, violation rates, and types of conditions being violated from before and after the increase occurred. The ART will also conduct, as needed, focus groups, surveys, or interviews with impacted individuals to discuss implementation and progress.

Stage 1 (Months 1-5)

Given that the strategy proposals submitted at the end of Phase I were fairly high-level, the planning stage will be a critical foundation for this work. During this stage, Indiana University and Monroe Circuit Court Probation Department will flesh out the operational details of their strategy and develop an implementation and monitoring plan. This plan will include a number of specific components in addition to the operational parameters, including a projected impact analysis that estimates how the strategy will change probation outcomes (e.g. revocations); proposed performance metrics; and a discussion of how the strategy will be sustained beyond the lifetime of the grant and leadership changes. Throughout the planning process, Indiana University and Monroe Circuit Court Probation Department will be required to consider the strategy from a racial equity lens, with a particular emphasis on unintended consequences and who will/will not benefit from it (both the impact analysis and the performance metrics will focus on disparities in outcomes in addition to overall outcomes). The racial equity TA

provider will support them in these efforts, and ISLG and the RRC Advisory Board will also provide TA throughout this stage (a more detailed description of the TA plan is described below in ISLG’s approach).

- **Key Deliverable:** Detailed strategy proposal and implementation plan that includes an impact assessment and monitoring plan/performance metrics.

Stage 2 (Months 6-12)

Once the more detailed strategy plan has been fleshed out, Indiana University and Monroe Circuit Court Probation Department will move on to implementation, including any activities necessary to officially “launch” the strategy as detailed during Stage 1. During initial implementation Indiana University will also set up and begin tracking performance metrics—including establishing a baseline to enable it to assess impact.

- **Key Deliverable:** Progress report at Month 12 that describes what has been accomplished during the first year of implementation, including preliminary findings from performance metrics if available.

Stage 3 (Months 13-24)

In Stage 3, sites will focus on ongoing implementation and monitoring. For Indiana University, this will involve continuing quality control processes, and making course adjustments as necessary in response to challenges (anticipated or unanticipated) or to better position Monroe Circuit Court Probation Department for impact. Monroe Circuit Court Probation Department will do this with assistance and support from Indiana University, who will be responsible for providing both quantitative and qualitative data and feedback to probation on an ongoing basis. Quantitative feedback will consist of performance metrics, which will be tracked and reported to the Monroe Circuit Court Probation Department and ISLG on a quarterly basis. Indiana University will also explore implementation qualitatively, through some combination of interviews, focus groups, observations, and/or other activities examining experiences with the process of implementation and initial perceptions of the strategies. Indiana University and Monroe Circuit Court Probation Department will be encouraged to meet regularly to discuss how the strategy is working, share metrics and findings, and evolve or make tweaks to the strategy as needed.

At the end of Stage 3, Indiana University and Monroe Circuit Court Probation Department will develop a short public-facing policy brief (five to seven pages) that describes the reforms implemented, how they addressed drivers, and preliminary impacts.

- **Key Deliverables:** Policy brief and quarterly metrics submissions/progress updates.

Peer Learning Activities

Indiana University will ensure that representatives from both Indiana University and Monroe Circuit Court Probation Department actively participate in peer learning activities throughout the contract period, including bi-monthly all-sites conference calls. Additionally, Indiana University will also ensure that representatives of both Indiana University and Monroe Circuit Court Probation Department attend a full-day cross-site summit in early to mid-2023. At the summit, Indiana University will ensure that both Indiana University and Monroe Circuit Court Probation Department share updates on their strategy work and other topics related to implementation successes and challenges with other jurisdictions, ISLG, and other attendees.

Timeline and Deliverables

Indiana University will complete all project activities in a two-year contract period beginning on October 1, 2021 and will be responsible for submitting all deliverables to ISLG. Indiana University will ensure that representatives of both entities comprising the ART attend a webinar hosted by ISLG to kick off Phase II

of the Challenge; reiterate key dates, expectations, and roles; and provide guidance on administrative and substantive processes. The project period will end on September 30, 2023, and Indiana University will complete and release their policy brief to the public on or before this date. The full schedule of key activities and deliverables is laid out in Table 1 below.

Table 1.

Activity	Deliverable (to ISLG)	Due date
Kick-off webinar	Participation	By October 15, 2021
Individual check-in calls with ISLG and TA providers, and all-sites conference calls	Participation	Ongoing
Racial equity learning sessions	Participation	Ongoing
Develop strategy implementation plans, including assessment of projected impact, including impact on racial equity, and performance metrics	Draft strategy implementation plan Financial/expenditure grant report	March 1, 2022
Collect and analyze data on performance metrics	Quarterly performance metrics	Quarterly, start date TBD
	Interim narrative and year 1 financial/expenditure grant report	September 30, 2022
Collect and analyze data on performance metrics	Quarterly performance metrics for Q1 2023 Financial/expenditure grant report	Q1 2023
Conduct additional data collection and analyses as needed and draft policy brief	Draft policy brief	June 15, 2023
Finalize policy brief	Final policy brief	By September 25, 2023
Release final policy brief	Public release	September 30, 2023
	Final narrative and financial/expenditure grant report	October 31, 2023

Appendix B Deliverables, Timeline, and Fees

Indiana University will complete all project activities in a 2-year contract period beginning on October 1, 2021 and will be responsible for submitting all deliverables to ISLG. At the start of the contract term, Indiana University will ensure that representatives of both entities comprising the Action Research Team for Monroe County, Indiana University and Monroe Circuit Court Probation Department, attend a webinar hosted by ISLG to kick off Phase II of the Challenge; reiterate key dates, expectations, and roles; and provide guidance on administrative and substantive processes. The project period will end on September 30, 2023, and Indiana University will complete and release their policy brief to the public on or before this date. The schedule of key activities, deliverables, and payments is laid out in Table 1 below.

Table 1. Key Activities, Deliverables, and Payments¹

Activity	Deliverable (to ISLG)	Due date	Payment
Kick-off webinar	Participation	By October 15, 2021	\$40,000
Individual check-in calls with ISLG and TA providers, and all-sites conference calls	Participation	Ongoing	
Racial equity learning sessions	Participation	Ongoing	
Develop strategy implementation plans, including assessment of projected impact, including impact on racial equity, and performance metrics	Draft strategy implementation plan Financial/expenditure grant report	March 1, 2022	\$64,500
Collect and analyze data on performance metrics	Quarterly performance metrics	Quarterly, start date TBD	
	Interim narrative and year 1 financial/expenditure grant report	September 30, 2022	\$64,500
Collect and analyze data on performance metrics	Quarterly performance metrics for Q1 2023 Financial/expenditure grant report	Q1 2023	\$64,500
Conduct additional data collection and analyses as needed and draft policy brief	Draft policy brief	June 15, 2023	
Finalize policy brief	Final policy brief	By September 25, 2021	
Release final policy brief	Public release	September 30, 2023	
	Final narrative and financial/expenditure grant report	October 31, 2023	\$64,500

¹ Specific deliverable dates may change as the initiative unfolds. ISLG will provide updated dates to ARTs as needed.

Payment Terms and Invoicing

Indiana University will receive up to \$298,000 during the 2-year contract term of this project.

Indiana University will submit all deliverables via email to Emily West (emily.west@ISLG.CUNY.edu) on or before the due date. Indiana University will receive payment according to the schedule in Table 1, contingent on timely submission and approval of deliverables by ISLG, submission of a financial/expenditure grant report, and the submission of invoices via email to Emily West.

Notwithstanding the foregoing, ISLG reserves the right to modify the amount of the final payment based upon the information contained in Subcontractor's final financial/expenditure grant report. Indiana University shall submit the final financial/expenditure grant report to ISLG by October 31, 2023 and ISLG reserves the right to modify the final payment amount if Indiana University has not fully expended the funds provided during the term of the Subcontract. Additionally, if Indiana University has received funds from ISLG that were not spent by September 30, 2023, Indiana University will disclose this to ISLG and Indiana University shall be required to return those unspent funds to ISLG. Additionally, in the event that this Subcontract is terminated, Indiana University shall return any unspent funds to ISLG upon such termination.

1. GENERAL PROVISIONS

By signing this Subaward the Subrecipient makes the certifications and assurances as stated in Paragraph 26 herein and also assures that it will comply with all applicable terms and conditions of the Prime Award, as referenced on the Subaward Cover Page and incorporated herein by reference.

2. SCOPE OF WORK

Subrecipient shall perform the services as set forth in the Scope of Work attached hereto as Appendix A. All information provided to the Research Foundation pursuant to this Subaward will at all times continue to be true, accurate and complete in all material respects.

3. BUDGET AND INVOICING

The Subrecipient shall invoice the Research Foundation upon completion of each deliverable in accordance with the Budget, Deliverables, Timeline & Fees schedule attached hereto as Appendix B. The invoice shall be submitted to the Project Director via email in the same or similar format, including the same information as included in the attached Invoice, attached hereto as Appendix D. All invoices shall be on Subrecipient's letterhead and will be accompanied by all necessary documentation as reasonably requested by the Research Foundation's Project Director.

Payments made under this Subaward will be made based upon documented completion and acceptance of deliverables as set forth in Appendix B. Completion of the deliverables along with any requested supporting documentation, in a manner reasonably acceptable to the Research Foundation's Project Director, must be submitted to the Research Foundation's Project Director for approval prior to any payment to the Subrecipient. Acceptance will be based on the quality and completeness of the deliverables and the Subrecipient's responsiveness to feedback from the Project Director, if applicable, and at no time shall approval be withheld on the basis of the findings from the research conducted under this Subaward.

The final invoice shall be submitted by the Subrecipient within thirty (30) days of the expiration of this Subaward, unless another time period is agreed to between the parties. If the final invoice is not received within thirty (30) days of expiration or by the alternate agreed-upon date of submission, it may be processed at the sole discretion of the Research Foundation. In the event of termination, the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination. Costs upon termination will be paid in accordance with Paragraph 8 herein.

Payment of the final invoice will terminate any obligation on the part of the Research Foundation for any additional payments to the Subrecipient.

4. SUBAWARD PURPOSE/REFERRAL FEES

The purpose of this Subaward is charitable, educational, and/or scientific as such purposes are generally defined by those authorities interpreting the provisions of Code Section 501(c)(3), and the Subaward will only be used for such charitable, educational, and/or scientific purposes and will not be used to carry on propaganda, influence legislation, fund any political campaign, influence the outcome of any election, carry on any voter registration drives or violate any applicable local, state, federal, or foreign law.

There shall be no payment of referral fees, commissions or similar arrangements to any person or entity whatsoever related to this Subaward.

5. INDEPENDENT CONTRACTOR STATUS

A. The Subrecipient and Research Foundation agree that the relationship of Subrecipient is as independent contractor to Research Foundation.

B. All experts, consultants or employees of the Subrecipient who are employed by the Subrecipient to perform work under this Subaward are not employees of the Research Foundation. Subrecipient alone is responsible for their work, direction, compensation and personal conduct while engaged under this Subaward. Nothing in this Subaward shall impose any liability or duty on the Research Foundation for the acts, omissions, liabilities or obligations of the Subrecipient, its directors, officers, employees, agents and subrecipients.

C. Subrecipient shall be solely responsible for all physical injuries and/or death to its agents or employees or to any other person arising from the performance of its work under this Subaward or for damage to any property sustained during its work on the project under this Subaward. The Subrecipient shall be solely responsible for the safety and protection of all of its employees.

6. ASSIGNMENT and SUBCONTRACTING

A. Subrecipient shall not assign, transfer, convey or otherwise dispose of this Subaward or of Subrecipient's rights, obligations or duties, without the prior written consent of Research Foundation. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.

B. Subrecipient shall not subaward any portion of the performance obligations of this Subaward without prior written approval of the Research Foundation, unless such subaward is identified within the approved Scope of Work and Budget.

7. MODIFICATION and NO-COST EXTENSION

This Subaward may be modified only by a written instrument executed by both parties, except a no-cost extension to this Subaward may be issued by the submission of a Research Foundation Payment Request, signed by the Project Director and acceptable to the Research Foundation or if requested by Subrecipient, an email from the Project Director extending the term of the Subaward. **In no event shall the Subaward be extended beyond the term of the Prime Award.**

8. TERMINATION

A. Research Foundation shall have the right, upon thirty (30) days' prior written notice, to postpone, delay, suspend or terminate the Subaward or any part thereof which the Subrecipient is engaged to perform, at any time and for any reason in the Research Foundation's interest. Subrecipient shall be entitled to terminate this Subaward upon sixty (60) days written notice to the Research Foundation. Subrecipient shall be entitled to payment of allowable costs up to and including the effective date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

B. If the Prime Award is terminated, the Research Foundation shall promptly notify Subrecipient and this Subaward will be terminated as soon as required by the Sponsor. Pending Sponsor acceptance of all final deliverables completed by the Subrecipient under this Subaward, Subrecipient shall be paid allowable costs up to and including the date of termination or such reasonable part of the fee as shall apply to services properly performed prior to the date of postponement, suspension or termination.

C. Research Foundation shall have the right to immediately terminate this Subaward in the event of material breach of this Subaward, including but not limited to non-performance or noncompliance with the Assurances and Certifications contained in Paragraph 26, provided that such breach is not cured within fifteen (15) days of written notice thereof. Subrecipient shall be paid allowable costs for services properly rendered up to and including the date of termination.

9. REPORTS

Unless otherwise stated in the Scope of Work, Subrecipient shall provide reports as required upon the request of the Project Director.

10. RECORDS AND AUDIT

Subrecipient will maintain and preserve, as applicable: (i) accurate and complete records of receipts and expenditures made from Subaward funds and (ii) all back-up

files, papers, software code, instructions, specifications, materials, and documentation relating to, compromising, constituting, and/or necessary for the use of the Subaward-related Intellectual Property (as defined in Paragraph 14) during the term of this Subaward and for three (3) years thereafter. During the term of this Subaward, and for three (3) years thereafter, upon the request of Research Foundation or Sponsor, Subrecipient shall make such records available for inspection by Research Foundation or Sponsor and their representatives during normal business hours, and Subrecipient shall cooperate and assist the Research Foundation or Sponsor with their review of such records. In the event of termination of this Subaward as set forth in Paragraph 8 the Research Foundation or Sponsor may, in writing, request that Subrecipient provide them with copies of such records, and Subrecipient will provide all such materials to them within ten (10) business days of their written request.

11. NOTICES

The mailing of all notices, by certified mail, addressed to the Subrecipient shall be deemed sufficient notice to the Subrecipient.

A facsimile or email notice to the Subrecipient at the facsimile number or email address listed on the Subaward Cover Page and a copy sent via First Class Mail at the address referred to on the Subaward Cover Page shall also be deemed sufficient notice to the Subrecipient.

12. HOLD HARMLESS AND INDEMNIFICATION

Subrecipient shall indemnify Research Foundation against and hold Research Foundation harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Subrecipient, its directors, officers, employees, agents and subrecipients.

In the event that Subrecipient is a government agency or otherwise subject to government limitations regarding tort liability indemnification and unable to comply with the indemnification requirements herein, then Subrecipient agrees to indemnify the Research Foundation to the extent that is allowed by the law that limits the Subrecipient.

13. INSURANCE

A. Subrecipient will, at its expense, maintain at all times during the term of this Subaward or any amendment thereto, general liability insurance and/or a program of self-insurance for property damage and bodily injury to cover the performance of this Subaward. In no event shall the insurance limits be less than \$1,000,000 per occurrence for property damage and bodily injury. If the Subrecipient is self-insured and

cannot provide a Certificate of Insurance, then a statement must be submitted by Subrecipient's authorized signatory, risk manager, or principal indicating the same. Upon execution of this Subaward, Subrecipient will deliver to Research Foundation a certificate evidencing such insurance.

B. Execution of this Subaward by the Research Foundation is conditioned upon receipt of the appropriate Certificate of Insurance.

14. INTELLECTUAL PROPERTY AND PUBLICITY

A. All Research Foundation Intellectual Property and Background Technology, and any other Research Foundation Proprietary Information (as defined in Clause 14(C) below) existing at the commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Research Foundation. Subrecipient Intellectual Property and Background Technology and any other Subrecipient Proprietary Information existing at the commencement of this Subaward and used in the performance of this Subaward shall remain the property of the Subrecipient. It is agreed that no patent right, copyright or right in any Proprietary Information existing at the time of commencement of this Subaward shall be transferred between the parties by virtue of this Subaward.

B. Subrecipient retains rights to patents and/or copyrights for any Subaward-related Intellectual Property/deliverables developed under this Subaward. Subrecipient grants Research Foundation and Sponsor a non-exclusive, non-commercial, perpetual, worldwide, transferable, royalty-free license (the "License") to:

- (i) any and all work product, source code, computer programs, applications, writings, other works of authorship, copyrights, inventions, designs, utility models, patents, trademarks, and trade secrets;
- (ii) applications or derivatives of or related to any of the foregoing; and
- (iii) any other intellectual property rights;

that (x) arise or result from the Subrecipient's direct or indirect use of the funds provided by this Subaward, or (y) are created by or for Subrecipient in furtherance of the scope of work (collectively, the "Subaward-related Intellectual Property"). The License includes at least the following rights: (i) to make or have made, use, import, or provide any service, product, method, or apparatus, covered by the Subaward-related Intellectual Property for non-commercial purposes; (ii) to reproduce, prepare derivative works of, make improvements to, perform, display, and distribute any work, process, or service, covered by the Subaward-related Intellectual Property; and (iii) a limited right to sublicense the Subaward-related Intellectual Property to third-parties either for use by any such third party solely to support Research Foundation or Sponsor's non-commercial use of the Subaward-related Intellectual Property, or for non-commercial use by any such third-party.

C. Subrecipient acknowledges that Research Foundation may, during the term of

this Subaward, provide Subrecipient with scientific, technical, business, or other information which is treated by Research Foundation as confidential or proprietary (hereinafter referred to as "Proprietary Information"). Both parties agree that in order to ensure that each party understands which information is deemed to be confidential, all Proprietary Information will be in written form and clearly marked as "Proprietary," "Confidential," or "Do Not Share," and if the Proprietary Information is initially disclosed in oral or some other non-written form, it will be confirmed in writing and clearly marked as "Proprietary" within thirty (30) days of disclosure.

The obligations of Subrecipient to maintain confidentiality under this Subaward will survive its expiration or termination and will endure for five (5) years from date of disclosure. The obligation of non-disclosure and non-use of Proprietary Information shall not apply to the following:

- a) information that is already known to Subrecipient prior to the effective date, as evidenced by Subrecipient's records;
- b) information that becomes publicly known without the wrongful act or breach of this Subaward by Subrecipient;
- c) information that has been or is disclosed to Subrecipient by a third party who was not, or is not, under any obligation of confidence or secrecy to Research Foundation at the time said third party discloses to Institution, and has the legal right to do so;
- d) information that is developed independently by employees of Subrecipient who had no access to or knowledge of the Confidential Information, as evidenced by Subrecipient's records;
- e) information that is approved for release by written authorization of the Research Foundation;
- f) information that is required to be disclosed by law (including Indiana's Access to Public Records Act) or governmental regulation or to any governmental entity with jurisdiction, provided Subrecipient promptly notifies Research Foundation, if reasonably practical or possible, in writing of such request.

Subrecipient agrees to consult with the Research Foundation prior to publication or other disclosure of the results of the work produced under this Subaward to ensure that no Proprietary Information is being released and for protection of patent rights. Proposed publications based on the work performed pursuant to this Subaward shall be submitted to the Research Foundation for review thirty (30) days prior to publication. Research Foundation shall have thirty (30) days from receipt to review the publication and to advise of any changes to remove their Proprietary Information or for filing for patent protection. If Research Foundation wishes to file for patent protection, Subrecipient agrees to delay publication for up to ninety (90) days from the Research Foundation's receipt of the proposed publication.

D. In the event that Subrecipient wishes to release information relating to this

Subaward (i.e. information mentioning this Subaward, Research Foundation, ISLG, Arnold Ventures and/or the Sponsor) it shall contact the Project Director to ensure that the information has the approval of the Sponsor. This section does not affect Subrecipient's rights to publish any results, materials or research funded with this Subaward or to release public statements or release information about activities or research funded with this Subaward to the extent such materials, research, statements, or information do not mention the Subaward, Research Foundation, ISLG, Arnold Ventures and/or the Sponsor. Notwithstanding the foregoing, Research Foundation acknowledges that its name, the general purposes and total funded amount of the research will be disclosed by Subrecipient to satisfy its reporting obligations or as required by law or regulation.

15. INFRINGEMENTS

All intellectual property created by the Subrecipient under this this Subaward shall be original works, and the Subrecipient shall use reasonable efforts to ensure that it is not infringing upon the legally protected rights of third parties, including, but not limited to, copyright, trade secret and other intellectual proprietary rights in the performance of this Subaward.

16. GOVERNING LAW

[INTENTIONALLY OMITTED]

17. ORDER OF PRECEDENCE

In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied:

1. Prime Award
2. This Appendix C: General Terms and Conditions, including Special Terms and Conditions, if applicable
3. Subaward Cover Page, Appendix B-Budget, Deliverables, Timeline and Fees and Appendix A-Scope of Work

18. GENERAL RELEASE

The acceptance by the Subrecipient or any person under the direction of the Subrecipient of payment of the final invoice under this Subaward shall operate as and shall be a release to Research Foundation from all claims for payment to the Subrecipient, its successors, legal representatives and assigns for anything done or furnished under the provisions of this Subaward.

19. THREE YEAR LIMITATION

No action shall lie or be maintained against either party upon any claim based on this Subaward or arising out of this Subaward or out of anything done in connection with this Subaward unless such action is commenced within three years after the termination or expiration of this Subaward.

20. NON-WAIVER

Any failure or delay of either party in exercising or enforcing the strict performance of any obligations under this Subaward or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver of any provision of this Subaward shall be deemed to have been made unless set forth in writing and signed by the affected party.

21. ENTIRETY OF AGREEMENT

This Subaward with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

22. FORCE MAJEURE

Neither party shall be liable for failure or delay in the performance of any duties under this Subaward when such delay or failure is due to causes beyond the party's control that could not have been avoided by the exercise of due care, including, but not limited to, acts of God; natural disasters; riots; war; epidemics; terrorists activities; government restrictions; or the like. The impacted party shall give the other party notice of the failure or delay as soon as possible.

23. PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Subaward and in no way affect the Subaward.

24. COUNTERPARTS and e-SIGNATURES

This Subaward may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts shall together constitute one executed Subaward. The parties agree that execution of this Subaward by exchanging facsimile, PDF, or e-Signature (as defined below) signatures shall have the same legal force and effect as the exchange of original signatures.

Pursuant to this Subaward, e-Signatures shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that (a) is unique to the person making the signature; (b) uses a technology or process to ensure the signature is under the sole control of the person making the signature; (c) uses a technology or process that can identify the person using the technology or process; and (d) has an electronic signature that can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

25. SEVERABILITY

If any part of this Subaward is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of any other part or provision of this Subaward, which other part or provision shall remain in full force and effect.

26. ASSURANCES and CERTIFICATIONS

EXPORT CONTROLS

A. Subrecipient agrees to comply and reasonably assist the Research Foundation, upon request, in complying with, all applicable U.S. Government export and import laws and regulations, including but not limited to U. S. Department of Commerce Export Administration Regulations (EAR), 15 CFR 730-774, as applicable, and the U.S. Department of State International Traffic in Arms Regulations (ITAR), 22 CFR 120-130, as applicable.

B. Subrecipient agrees that it will not directly or indirectly export, re-export, distribute or transfer any technology, information or materials of any value to any nation, individual or entity that is prohibited or restricted by ITAR, EAR, the Office of Foreign Assets Control (OFAC), the United States Department of State's State Sponsors of Terrorism, or by any other government agency that requires said approval without first obtaining the appropriate license.

C. Subrecipient confirms that any confidential information disclosed during the course of the work herein will not contain export controlled technology or technical data identified on any U.S. export control list, including but not limited to the Commerce Control List (CCL), 15 CFR 774 and the U.S. Munitions List (USML), 22 CFR 121.

D. In the event, the Subrecipient intends to provide export controlled information, the Subrecipient will inform Research Foundation thirty (30) days prior to the release of such export controlled technology or technical data. Export controlled information will not be

released to Research Foundation or CUNY personnel without prior written consent of the Research Foundation. If the U.S. government imposes a fine or penalty upon the Research Foundation because of the Subrecipient's failure to notify the Research Foundation, Subrecipient agrees to indemnify and hold the Research Foundation harmless from any and all resulting fines and penalties from such omission.

CIVIL RIGHTS AND EQUAL EMPLOYMENT OPPORTUNITY

A. Subrecipient agrees that it: (a) will comply with the Title VI and Title VII of the Civil Rights Act of 1964 (P.L. 88-352) and Executive Order No. 11246 as amended by E.O. 11375 relating to Equal Employment Opportunity, which prohibits discrimination on the basis of race, color and national origin; (b) Title IX of the Education Acts of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex; (c) Sections 503/504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps; (d) Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 – 6107); (e) Drug Abuse Office and Treatment Act of 1972, (P.L. 92-255), as amended; (f) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (P.L. 91-616, as amended; (g) American with Disabilities Act of 1990; (h) Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (P.L. 92-540 & 93-508), E.O. 11701 and regulations of the Secretary of Labor promoting opportunities for the disabled and Vietnam veterans, along with related regulations and reporting requirements of each.

B. Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin or age and will take affirmative action to ensure that applicants and employees are treated during employment, without regard to their race, color, religion, sex, national origin, age or status as a disabled or Vietnam era veteran Vietnam Veteran Re-Adjustment Act of 1972, as amended.

C. In the event of the Subrecipient's noncompliance with the Equal Opportunity clause of this Subaward or any of the said rules, regulations, or orders, this Subaward may be cancelled, terminated or suspended, in whole or in part, as deemed appropriate by the Research Foundation.

PROTECTION OF HUMAN SUBJECTS

A. If this Subaward involves the use of human subjects, the Subrecipient agrees that the rights and welfare of human subjects will be protected in accordance with the Code of Federal Regulations, 45 CFR Part 46, subpart A, "Protection of Human Subjects" including the Federal Policy for the Protection of Human Subjects and the regulations of the Office for Human Research Protections (OHRP) in HHS, the federal agency charged with ensuring compliance with the human research participants.

B. Upon request the Subrecipient will submit evidence of approval of the Subrecipient's Institutional Review Board indicating the review and approval of the human subjects' research protocol for this project.

PRIVACY AND SECURITY OF PERSONAL HEALTH INFORMATION

If Subrecipient is a covered entity pursuant to the Health Information Portability and Accountability Act of 1996 ("HIPAA"), 45 CFR, Part 160 and Subparts A and E of Part 164 or P. L. 104-191, 110 Stat. 1936 and the Privacy Act of 1974, then Subrecipient represents and warrants that any individually identifiable personal health information used or disclosed in connection with this Subaward shall be protected in accordance with applicable statutes and regulations regarding the privacy and security of such information.

CLEAN AIR AND WATER ACT

The Subrecipient agrees: (a) to comply with all the requirements of the Clean Air Act, as amended and the Federal Water Pollution Control Act, as amended respectively, relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in the Clean Air Act and the Federal Water Pollution Control Act, respectively, and all regulations and guidelines issued thereunder before the award of this Subaward; (b) that no portion of the work required by this Subaward will be performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date that this Subaward was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; and (c) to use its best efforts to comply with clean air standards and clean water standards at the facility in which this Subaward is being performed.

CERTIFICATION REGARDING VICTIMS OF TRAFFICKING

Subrecipient's signature on this Subaward constitutes a certification that, to the best of its knowledge, it is in compliance with the Victims of Trafficking and Violence Protection Act of 2000, P. L. 108-193 and P.L 109-164; codified at 22 USC 7104 as amended, 2 CFR 175 (award term for trafficking in persons for grants and cooperative agreements), or FAR regulation at Subpart 22.17; FAR contract clause at 52.222.50, as applicable. Subrecipient further certifies that it will notify the Federal government in the event of violation by any employee.

NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT

Subrecipient certifies that it shall be subject to, and comply with, the New York State Information Security Breach and Notification Act (the "Act") (N.Y. Gen. Bus. Law § 899-aa), if applicable. Subrecipient agrees to notify Research Foundation immediately if it has cause to believe that any applicable data received or prepared under this Subaward may have been obtained by an unauthorized person as defined in the Act and that Subrecipient will consult with Research Foundation prior to, during and after any required

notifications. Subrecipient agrees to be solely responsible for any required notifications and agrees to indemnify Research Foundation against any damage due to a breach of security caused by Subrecipient.

CARE OF LABORATORY ANIMALS

If the work under this Subaward involves the use of laboratory animals, the Subrecipient agrees that it will comply with the applicable portions of the Animal Welfare Act (P.L. 89-544, as amended, (P.L. 91-579 and 94-279) U.S.C. 2131 at seq.), and will follow the guidelines prescribed in DHHS Publications No. 86-23 Rev. 1985 or succeeding revisions (NIH) "Guide for the Care and Use of Laboratory Animals." If using animals, as specified in NIH GUIDE, Vol. 14 No. 8 June 25, 1985, Subrecipient shall comply with regulations cited therein and provide Research Foundation with an approval from an appropriate institutional committee that the policy requirements are being met.

CONFLICT OF INTEREST

The Subrecipient affirms that to the best of its knowledge there exists no actual or potential conflict between the Subrecipient's family, business or financial interests and its services under this Subaward. The Subrecipient will notify the Research Foundation of all changes in any of the interests listed above during the term of this Subaward and any amendments thereto. The Research Foundation reserves the right in its sole discretion to determine whether or not any of the interests required to be disclosed by this paragraph will disqualify the Subrecipient from performing the services called for by this Subaward.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180. If at any time, Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall promptly notify Research Foundation. In the event Subrecipient fails to notify Research Foundation, this Subaward will terminate as of the date of such debarment, suspension, ineligibility and/or voluntary exclusions, such failure to notify is considered a material breach of this Subaward. In the event the Subrecipient becomes aware that it or its principals become debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or other government agency, the Subaward will terminate immediately pursuant to Paragraph 8(C), as debarment, suspension, ineligibility and voluntary exclusions are each considered a material breach.

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL) Section 165-a, effective April 12, 2012. This act may be viewed in its entirety at <http://www.ogs.ny.gov/about/regs/docs/ida2012.pdf>. Pursuant to SFL Section 165-a(3)(b), the Commissioner of the Office of General Services (OGS) has developed and maintains a list (“prohibited entities list”) of “persons” who are engaged in “investment activities in Iran” (defined terms in the law). The list may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Subrecipient certifies that it is not included on the prohibited entities list. Subrecipient further certifies that it will not knowingly contract with any organization that is identified on the prohibited entities list. If at any time Subrecipient or any organization it contracts with is added to the prohibited entities list it shall promptly notify Research Foundation.

COMPLIANCE WITH LAWS

The Subrecipient shall perform all services under this Subaward in accordance with all applicable laws and regulations as are in effect at the time such services are performed.

November 2021 (revised)

Attachment 3B
Subrecipient Contacts

Subaward Number:

Subrecipient Information

Entity's Name:

EIN No.:

Institution Type:

DUNS:

Parent DUNS:

Subrecipient Contacts

Central Email:

Email to send Purchase Order:

Principal Investigator Name:

Email:

Telephone Number:

Administrative Contact Name:

Email:

Telephone Number:

Financial Contact Name:

Email:

Telephone Number:

Invoice/Payment Email:

Authorized Official Name:

Email:

Telephone Number:

Legal Address:

Administrative Address:

Payment Address:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The Monroe County Parks and Recreation Board will approve to hire Bledsoe, Riggert, Cooper, James on March 23, 2022 (3:30 pm meeting). County Legal recommended to have the BOC approve first (AM), and then to have the Parks Board approve (PM), in order to speed up the survey process.

BRCJ shall perform a staked survey of the Northwestern boundary line of Jackson Creek Park.

Total amount shall not exceed \$5,500 and the Agreement expires on December 31, 2022.

Fund Name(s):	Fund Number(s):	Amount(s)
County General - Contractual Non-reverting - Contractual	1000-30006-0803 1179-30006-0000	Not to exceed \$5,500

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
Kelli Witmer	812-320-0963

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

Agreement for Services

Agreement made between **Bledsoe Riggert Cooper and James** ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

The terms of the agreement enlist Contractor to perform land surveying. The following terms shall apply:

1. **Scope of Project, Price, and Expiration Date.** The Contractor shall perform a staked survey of the Northwestern boundary line of Jackson Creek Park. Contractor shall insert a metal stake at each corner boundary and wooden lathes as needed. See "Exhibit A" for fee schedule and map of boundary line. Exhibit A is incorporated herein and made a part of this Agreement.

The total amount paid to Contractor under this Retainer Agreement shall not exceed Five thousand five hundred dollars (\$5,500.00) without further written approval by Monroe County. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.

The Agreement expires on December 31, 2022.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.
3. **Worker's Compensation.** Contractor shall purchase and maintain a policy of Worker's Compensation Insurance as required by the laws of the State of Indiana, and furnish a certificate of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County as material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
4. **Liability Insurance.** Contractor shall purchase and maintain comprehensive general liability insurance in amounts of at least One (1) million per occurrence, and Two (2) million dollars aggregate, and furnish proof of such insurance to Monroe County before commencement of work on a project. Failure to provide this certificate may be regarded by Monroe County, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in Monroe County's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.
5. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, national origin,

ancestry, sexual orientation, gender identity, disability, housing status, or status as a veteran – or discriminate by reason of such factors, against any citizen of the State of Indiana who is qualified and available to perform the work.

Contractor shall comply with all federal, state, and local laws and regulations. Contractor has been made aware of Monroe County’s policy on non-discrimination and agrees to comply with the policy. In addition, Contractor has been made aware of the Monroe County’s policy prohibiting harassment in all regards, including, but not limited to, employment practices. Contractor agrees to make the Commissioners aware of any conduct which may violate any County policy including, but not limited to, the policies prohibiting discrimination and harassment.

In the event that Contractor discriminates as stated herein, it is agreed that a penalty equal to the sum of five dollars (\$5.00) per person, per day of discrimination, may be deducted from the amount of compensation due Contractor under this Agreement. Should a second, or subsequent violation occur, said second or subsequent occurrence may be considered a material breach and this Agreement may be terminated and all monies due, or to become due hereunder, may be forfeited.

6. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor’s noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
 - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
7. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
8. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
9. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, Contractor and Monroe County have executed this Agreement as dated below in two counterparts, each of which shall be deemed an original.



William S. Riggert, PE
Bledsoe Riggert Cooper James

07.15.2022

Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2022, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

Exhibit A

March 2, 2022

Kelli Witmer
 Monroe County Parks & Recreation
 812.320.0963
kwitmer@co.monroe.in.us

Re: Jackson Creek Park, Bloomington, Indiana

Bledsoe Riggert Cooper James, Inc. is pleased to present this proposal for professional surveying services. We propose to corner stake the Northwestern line of Jackson Creek Park that borders Winding Brook Addition, Phases 1 & 3, as shown approximately on the Survey Exhibit below, with an estimated fee of \$5,000-\$5,500.

Please sign and return a copy of this proposal or provide a purchase order as notice to proceed.

Sincerely,

Christopher L. Porter
 Christopher L. Porter | PS
 Bledsoe Riggert Cooper James, Inc.

 Client signature and printed name

 Date

SURVEY EXHIBIT



HOURLY RATES

Registered Land Surveyor	\$ 140.00
Registered Engineer	\$ 140.00
GIS Software Engineer	\$ 140.00
Surveyor / Engineer / Designer	\$ 100.00
Two-Man Survey Crew (Including GPS and Robotics Crew) Boundary / Topographic / Construction	\$ 140.00
Surveying Technician / Engineering Technician / GIS Analyst / Drafter	\$ 90.00
Clerical	\$ 70.00



DEED PLOT
 A PART OF THE EAST HALF OF
 SECTION 29, T8N, R1W AND PART OF THE NORTHWEST
 QUARTER OF SECTION 28, T8N, R1W,
 MONROE CO., INDIANA
 JOB No. 10572

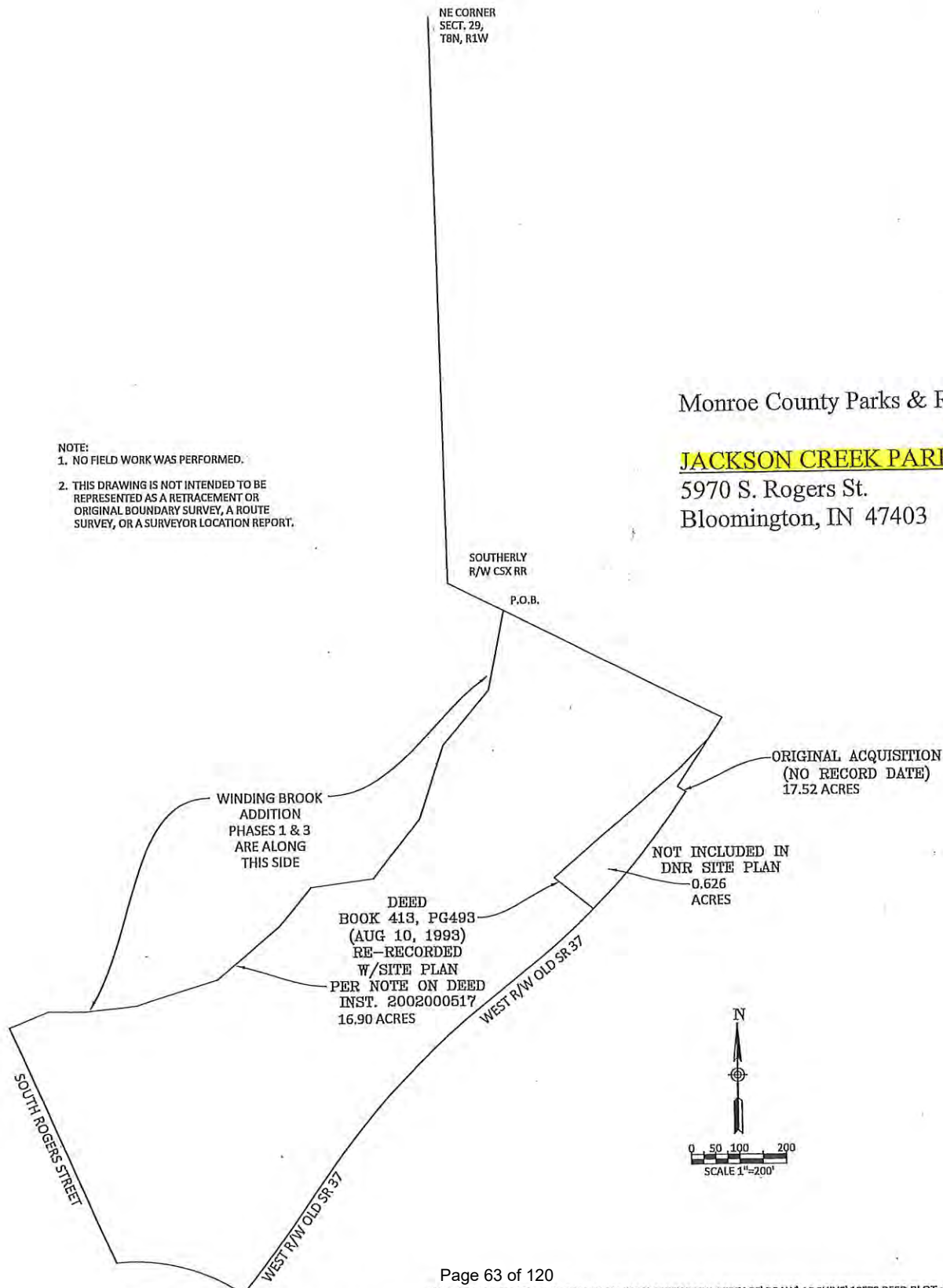
Client Name: Monroe County Parks & Recreation
 Owners Name: Monroe County Parks & Recreation Board,
 Deed Record 413, Page 493

- NOTE:
 1. NO FIELD WORK WAS PERFORMED.
 2. THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.

Monroe County Parks & Recreation

JACKSON CREEK PARK

5970 S. Rogers St.
 Bloomington, IN 47403



MONROE COUNTY BOARD OF COMMISSIONERS

Date to be heard: _____

Item for Formal Meeting?
(Ex: Routine items, continuing grants)

OR

Item for Work Session / Discussion

(Ex: Public interest items, Ordinance changes, new grants and grants that add personnel)

Title of item to appear on the agenda:
Include VENDOR's Name in title if appropriate

All Grants must complete the following

Is this a grant request? Yes

New Grant to the County? Yes

Grant Type:

Reimbursement/Drawdown

Up Front Payment

County IS Pass Through

Federal Agency: _____

Federal Program: _____

CFDA # _____

Federal Award Number and Year: _____

Or other identifying number

Pass Through Entity _____

Amount Received

Federal: _____

State: _____

Local Match:

Total Received:

Contracts/Agreements/MOU- Interlocal/Ordinance/Resolution/Grant item:

Fund Name: _____

Fund Number _____

Amount: _____

If there is a monetary number in the Amount Box, you HAVE to include the Fund Name & Number. IF this is a grant waiting on the creation of a Fund Name & Number, indicate that in the boxes.

Executive Summary:

Person Presenting: _____

Department: _____

County Legal Review required prior to submission of this form for all contracts

Attorney who reviewed: _____

SCOPE OF WORK & AGREEMENT

Monroe County Government

Prepared by Jennifer Williamson

March 8, 2022

Description: Unlimited access to Pryor's eLearning content library, accessible through Pryor's platform for up to 800 unique users annually.

Agreement Date: To launch as soon as 4/13/22, Pryor must receive signed contract no later than 3/25.

Services and Support: A dedicated team of consultants will be assigned to Monroe County Government for the periods outlined below. Our team will assist with the program launch, action plans, accountability plans, curriculum mapping, reporting, and marketing of the online offering.

Access Period: April 13, 2022- April 12, 2025 (36 months of access)

Standard Fees:	
Annual Rate	\$45,267.42
Standard Total Fee:	\$135,802.26
Discount if Signature by 3/25/22	\$12,345.66
Fee minus Discount:	\$123,456.60

Payment Terms:

Payment of \$41,152.20	Received by 3/30/22
Payment of \$41,152.20	Received by 3/1/23
Payment of \$41,152.20	Received by 3/1/24

Total Contract: \$123,456.60

Add on Services: Monroe County Government may add:

- Additional users to in blocks of 50 users at the rate of \$2,572 per block of users
- Upgrade users to half day, one day, and two day public workshops in blocks of unique users at the rate of \$3,000 per block of users
- Purchase tailored onsite training dates at the discounted rate of \$3,000 per day (standard rate \$3,900).

Terms of Use: By signing below, Monroe County Government agrees to the Terms of Use. Use of PLI training resource is subject to the Terms of Use (see attachment).

Authorized Signature: _____

Name (please print): _____

Date of signature: _____



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The current planned maintenance agreement for the Justice Building back up generator system is expiring. This request is to approve a three year auto-renewing agreement provided by Cummins-Allison Corporation.

Scope of service covered (same as previous agreement):

Two site visits annually to include one (1) Full Maintenance Service visit, and one (1) Maintenance Inspection.

Cost for 3yr. agreement: \$7,192.92

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Cumulative Capital"/>	<input type="text" value="1138"/>	<input type="text" value="7,192.92"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text" value="Greg Crohn"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:



Sales and Service

INDIANAPOLIS IN BRANCH
3621 W MORRIS STREET
INDIANAPOLIS, IN 46242 0917
Phone: 317-244-7251

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact	Quote Information
MONROE CO. COURTHOUSE SQ. 100 W KIRKWOOD AVE RM 323 Bloomington, IN 47404	Contact: David Gardner Phone: 812 322-2754 Fax: 812 336-4992 Cust Id: 496512	Quote Date: 14-DEC-21 Quote Expires: 30-APR-22-extended Quote Num: 153769 Quoted By: Carla Figueroa Quote Term: 3 Year(s)

Site Information

1	MONROE COUNTY COMMISSION CT HOUSE SQUARE	BLOOMINGTON	IN	47401
---	--	-------------	----	-------

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	F130514702	ONAN	GENSET	DQCC	F130514702	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	F130514702	FULL PM SERVICE (FS)	3	1,815.69	5,447.07
		INSPECTION	3	581.95	1,745.85

Generator Planned Equipment Maintenance Quote

This three (3) year renewal proposal covers two (2) service visit(s) annually and will automatically renew unless the opt-out option is chosen.

Services to be tentatively scheduled as follows:

Year one

Full Maintenance Service- January 2022

Maintenance Inspection-May 2022

Year two

Full Maintenance Service- November 2022

Maintenance Inspection-May 2023

Year three

Full Maintenance Service- November 2023

Maintenance Inspection-May 2024

To continue your services without interruption, please sign the quote and return along with your PO for Cummins Inc if required to: cpspm@cummins.com or reply to the email.

Payment Info

Online payment: <https://customerpayment.cummins.com> is a customers one-stop shop and SELF-SERVE portal to view account status, retrieve Invoices, statements, make online payments & more.

To pay by phone: call 877-480-6970 (press 1 for Accounts Receivables) anytime between the hours of 7:30am-5pm central time. Have your account number ready as well as the invoice number you are wanting to pay. You will receive an email receipt immediately following the call.

This is not an invoice. Please do not pay the amount on this quote. An invoice will be generated to include taxes (if applicable) when payment is due.

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY.** **THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR art 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.
[] Check if this Agreement pertains to government work or facilities.



Sales and Service

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
MONROE CO. COURTHOUSE SQ. 100 W KIRKWOOD AVE RM 323 Bloomington, IN 47404	Contact: David Gardner Phone: 812 322-2754 Fax: 812 336-4992 Cust Id: 496512	Quote Date: 14-DEC-21 Quote Expires: 30-APR-22- Extended Quote Num: 153769 Quoted By: Carla Figueroa Quote Term: 3 Year(s)

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you do not wish to participate in the auto renew option, please check below to opt-out. If you do not opt-out, this Agreement will automatically renew at the end of the initial term for a period equal to the initial term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 3%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice, unless the work has already been performed.

OPT-OUT OF AUTOMATIC RENEWAL

Standard Agreement Amount	\$7,192.92
Proposal Total	\$7,192.92

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature:

Date:

CUMMINS INC

Signature:

Date:

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY.** THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the ('Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR art 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.
[] Check if this Agreement pertains to government work or facilities.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The documents included in this item are:
1. A resolution to Opt Back in to the Opioids Settlement Pursuant to IC 4-6-15-2
2. Certification of the Resolution
3. An amended Attorney's fees agreement
4. Participation Agreement for the Settlements

This opts back into the State Code. The documents reflect two defendants settlements, of which the County is to recieve \$2,386,371.57 and \$559,601.87.

Some of these funds are subject to restrictions. At a future meeting, it is anticipated that a new fund or funds will be created.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

RESOLUTION NO. 2022-11

**RESOLUTION TO OPT BACK IN TO OPIOIDS SETTLEMENT
PURSUANT TO INDIANA CODE 4-6-15-2**

WHEREAS, Monroe County has been actively engaged in pursuing damages caused by the manufacture, sale, and distribution of opioids through outside counsel in multidistrict litigation; and

WHEREAS, recent legislation amending Indiana Code 4-6-15 has been adopted by the Indiana legislature and signed into law by the Governor; and

WHEREAS, Monroe County, Indiana, after due consideration of said legislation, has determined that it is in the best interest of its citizens to opt back in to the opioids' settlements under Indiana Code 4-6-15-2.

NOW, THEREFORE, BE IT RESOLVED by Monroe County, Indiana that Monroe County, Indiana, having considered whether to elect to opt back in to the opioids settlements under Indiana Code 4-6-15-2, hereby resolves that Monroe County now exercises its election to opt back in to the opioid settlements, and orders its duly authorized agent to submit a certified copy of this Resolution to the Indiana Attorney General by July 15, 2022.

Duly adopted by the following vote of the members of said Monroe County Board of Commissioners, Monroe County, Indiana this 23rd day of March, 2022.

Monroe County Board of Commissioners

Julie Thomas, President

Penny Githens, Vice President

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

APPROVED AS TO LEGAL FORM:

Jeff Cockerill, Monroe County, Attorney

Monroe County, Indiana (“Political Subdivision”)

Amendment to Agreement for Professional Services Relating to Opioids Settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation and the Johnson & Johnson Defendants

Whereas, the Political Subdivision entered into an Agreement for Professional Services with Counsel to pursue litigation against various entities, including McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation and the Johnson & Johnson Defendants, to recover damages caused by the manufacture, sale, and distribution of opioids, and,

Whereas, the Political Subdivision has entered into an Agreement for Professional Services that provides for payment of attorneys’ contingency fees in the amount of 33 1/3% of the Political Subdivision’s gross recovery from the Opioids’ Litigation, and,

Whereas, the presiding Judge over the opioids Multi-District Litigation No. 2804 titled *In Re: National Prescription Opiate Litigation*, the Honorable Dan Aaron Polster, entered an Order allowing enforcement of such contingent fee contracts directly from political subdivisions up to a maximum of 15% (“Order”), and encourages the establishment of a “Back Stop” fund by agreement or legislation, which is designed to incentivize Counsel to waive their right to enforce their contingent fee contracts and apply to the Contingent Fee Fund established under the Current Opioids Settlements and to receive payment from a “Back Stop” Fund and,

Whereas, the State of Indiana created a “Back Stop” Fund in Indiana Code 4-6-15, and,

Whereas, the opioids settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation and the Johnson & Johnson Defendants (the “Current Opioids Settlements”) permit Counsel also to seek payment of attorneys’ fees separately from a Contingent Fee Fund established by those settlements, and,

Whereas, Counsel is waiving their right to enforce their attorneys’ fees under the Agreement for Professional Services as to the Current Opioids Settlements and will instead accept payment of a Reduced Attorneys’ Fee in connection with the Current Opioids Settlements in the amount of 8.7% of the Political Subdivision’s total gross recovery under these settlements to be withheld by the Budget Agency as provided by Indiana Code 4-6-15-5 and paid per the same schedule as the attorney fee payments from the Contingent Fee Fund established under the Current Opioids Settlements and will seek additional payments as provided under the Current Opioids Settlements, and,

Whereas, the Political Subdivision desires to pay the Reduced Attorneys’ Fee in connection with the Current Opioids Settlements, to be withheld from its recovery by the Budget Agency as provided by Indiana Code 4-6-15-5, and paid to Counsel by the Budget Agency on the same schedule as the attorney fee payments from the Contingent Fee Fund established under the Current Opioids Settlements, and,

Whereas, it is estimated that the total fee paid to Counsel will represent a substantial discount from the amount owed under the Agreement for Professional Services.

Now therefore, the Political Subdivision and undersigned Counsel, pursuant to Indiana Code 4-6-15, enter into this Agreement to provide for Counsel to receive payment of the Reduced Attorney Fee as set forth in this Agreement as follows:

A. Definitions

As used in this Agreement:

1. "Agreement for Professional Services" means the contingency fee contract entered into by the Political Subdivision and its Counsel for Counsel's representation of the Political Subdivision in Opioid litigation.
2. "Budget Agency" means the budget agency referred to under Indiana Code 4-6-15-5.
3. "Contingent Fee Fund" means the contingency fee fund established in the Current Opioids Settlements.
4. "Counsel" means the private legal counsel on the Agreement for Professional Services.
5. "Current Opioids Settlements" means the Distributor Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, and the Janssen Settlement Agreement with the Johnson & Johnson Defendants.
6. "Johnson & Johnson Defendants" means Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
7. "Opioid(s) Litigation" has the meaning set forth in Indiana Code 4-6-15.
8. "Opioid(s)" has the meaning set forth in Indiana Code 4-6-15.
9. "Political Subdivision" means that County, City, or Town identified at the beginning of this Agreement.
10. "Reduced Attorneys' Fee" means the amount of 8.7% of the Political Subdivision's total gross share of the Current Opioids Settlements to be received under Indiana Code 4-6-15-4(a)(2) and Indiana Code 4-6-15-4(a)(4).

B. Scope

1. This Agreement applies only to the Current Opioids Settlements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation and the Johnson & Johnson Defendants. Any amendments to this Agreement shall be submitted to the Budget Agency to withhold and make payments to Counsel as provided by Indiana Code 4-6-15-5.

C. Payment of Attorneys' Fees to Counsel.

1. The foregoing recitals are hereby incorporated into this Agreement.
2. Prior to distributing the Political Subdivision's share of any recovery under the Current Opioids Settlements, the Budget Agency shall withhold the Reduced Attorneys' Fee to be paid to Counsel as provided by Indiana Code 4-6-15-5. The Budget Agency shall compute the amount of the total Reduced Attorneys' Fee for each of the Current Opioids Settlements by multiplying the total gross amount to which the Political Subdivision is entitled under Indiana Code 4-6-15-4(a)(2) and Indiana Code 4-6-15-4(a)(4) for that settlement by 8.7%.
3. For the Current Opioids Settlement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, the total gross amount to which the Political Subdivision is entitled under Indiana Code 4-6-15-4(a)(2) and Indiana Code 4-6-15-4(a)(4) is **\$2,386,371.57**. The Budget Agency shall pay Counsel the Reduced Attorney Fee in the amount of and on the schedule as follows:

Payment No.	Total Fee to Be Paid
1	\$21,856.07
2	\$24,248.29
3	\$43,509.18
4	\$29,500.20
5	\$29,500.20
6	\$29,500.20
7	\$29,500.19
Total	\$207,614.33

4. For the Current Opioids Settlement with the Johnson & Johnson Defendants, the total gross amount to which the Political Subdivision is entitled under Indiana Code 4-6-15-4(a)(2) and Indiana Code 4-6-15-4(a)(4) is **\$559,601.87**. The Budget Agency shall pay Counsel the Reduced Attorney Fee in the amounts and on the schedule as follows:

Payment No.	Total Fee Paid to be Paid
1	\$5,125.23
2	\$5,686.20
3	\$10,202.86
4	\$6,917.77
5	\$6,917.77
6	\$6,917.77
7	\$6,917.76
Total	\$48,685.36

5. Political Subdivision shall have no further obligation to pay attorneys' fees as to the Current Opioids Settlements.
6. If the amounts paid under a Current Opioids Settlement vary from those set forth in paragraphs C.3 and C.4, the fee and payment schedules shall be updated accordingly to provide accurate payment of the 8.7% Reduced Attorneys Fee.
7. The name, address, telephone number, and email address of the Counsel designated to receive payments of the Reduced Attorneys' Fee from the Budget Agency is:

Cohen & Malad, LLP
c/o Irwin B. Levin
 One Indiana Square, Suite 1400
 Indianapolis, IN 46204
 317.636.6481 (office)
ilevin@cohenandmalad.com

8. All other terms of the Agreement for Professional Services remain in effect.

[This space intentionally left blank.]

Dated this ____ day of _____, 2022.

Political Subdivision: _____

By: _____
Name and Title

COHEN & MALAD, LLP

By: _____
Name and Title

Settlement Participation Form

Governmental Entity: MONROE COUNTY	State: IN
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



CERTIFICATION

I, _____, do hereby certify that I have compared the attached copy of the Resolution _____: Resolution to Opt Back In to Opioids Settlement Under Indiana Code 4-6-15-2 with the original which remains of record in my office, and that said copy is a true and complete copy of the original.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of Monroe County, Indiana, this ___ day of _____, 2022.

By: _____
Name and Title



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The County Commissioners have been approached by Catalent Indiana, LLC concerning purchasing the Rogers Street Property (Thomson Site) in the future, this resolution indicates that the Commissioners will commit to not improving or selling the property for up to two years, as long as they are making progress towards the local investment promised.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text" value="NA"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

RESOLUTION 2022 –12

A RESOLUTION REGARDING ROGERS STREET PROPERTY

WHEREAS, the County owns 87.34 acres of property on Rogers STREET which is adjacent to the current Catalent Indiana, LLC Manufacturing facility; and,

WHEREAS the County purchased the property over 20 years ago with the thought of locating a new correction facility at the location; and,

WHEREAS, in 2020, Catalent Indiana, LLC approached the County to determine if the property would be available to Company for expansion of their current capacity; and,

WHEREAS, Catalent Indiana, LLC has purchased additional property for the expansion, but believe the County property is still important for future expansion; and,

WHEREAS, Catalent Indiana, LLC plans to invest over 300 Million Dollars in local real and personal property over the next 8 years and expects to have an additional 1000 employees, with a total additional payroll of over 66 million dollars, by December 31, 2026; and,

WHEREAS, Catalent Indiana, LLC is still working on the plans for expansion, but believes the County property is critical for its plan; and,

WHEREAS, the Board of Commissioners support local well-paying jobs, and as such, as long as Catalent Indiana, LLC is making reasonable progress towards the additional employment and payroll figures, will commit to not developing or selling the property to any other party for 2 years, to the extent allowed by law.

NOW, THEREFORE, the Monroe County Commissioners resolve that for two years, unless required by law, it will not improve or dispose of the Roger Street property, without negotiating with the Catalent Indiana, LLC pursuant to IC 36-1-11-4.2, so long as Catalent Indiana, LLC is making reasonable progress towards it's over \$300 million dollar property investment in Monroe County.

Adopted this 23rd day of March, 2023.

MONROE COUNTY BOARD OF COMMISSIONERS

“YEAS”

“NAYS”

Julie Thomas, President

Julie Thomas, President

Penny Githens, Vice President

Penny Githens, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Monroe County Auditor



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

This agreement is to begin a study and scope of proposed sidewalk/path options along Rogers Street. The Board of Commissioners have expressed concerns about options on getting alternative modes of transportation to the new library and Bachelor School. This is the first step on discovering on what options might be able to be considered and affordable.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Bachelor Sidewalk Connector"/>	<input type="text" value="4814-40022"/>	<input type="text" value="\$37,200.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

March 10, 2022

Lisa Ridge, Highway Director
Monroe County
501 N. Morton Street, Suite 216
Bloomington, IN 47404

Re: Rogers Street Pedestrian Facilities Preliminary Engineering Report
Contract Letter with Standard Terms & Conditions

Dear Ms. Ridge:

VS Engineering, Inc. (VS) is excited to work closely with Monroe County to complete this assessment for pedestrian facilities. Please find below our scope of services and associated fees. Our standard terms and conditions are attached and apply to this work.

Project Description

The Monroe County Commissioners desire to evaluate the feasibility of constructing pedestrian facilities along Rogers Street to connect the multi-use path along Country Club Road to the proposed library location on W. Gordon Pike. This study will analyze the feasibility of constructing facilities along Rogers Street, as well as other alternative routes, and utilization of existing facilities. Potential routes may utilize the Rogers Street corridor, the adjacent subdivisions that access Rogers Street, the existing Bloomington Rail Trail, or access points that are planned with the proposed Hayden Flats development.

The attached map shows the potential study areas that will be included in this analysis.

Scope of Services

1. Data Analysis and Collection

- a. Plan, coordinate, monitor and document the data collection activities for the preparation of engineering assessment report for the trail.
- b. Evaluate available planning information for the design alternatives.
- c. Obtain current record plans from local, county and state agencies in the project area for use during preparation of the Preliminary Engineering Report.
 - i. Information shall be obtained from Monroe County as well as GIS and other publicly available information sources.
- d. Conduct field investigation to inventory existing conditions.
- e. Develop and analyze potential routes within the area considering important criteria, such as:
 - i. Cost (Design & Construction)
 - ii. Right of Way Acquisition (Residential & Commercial)
 - iii. Safety of pedestrians, bicycles, and motoring public
 - iv. Utilization of existing facilities
 - v. Improvements to existing facilities
 - vi. Other criteria as determined by public meeting

- f. Complete an initial investigation of potential environmental issues within a half mile radius of the entire project length.

Note: The environmental investigation will be a basis for a formal Red Flag Summary in accordance with INDOT's Procedural Manual for Preparing Environmental Studies and Hazardous Materials Unit Operating Manual. Additional work will need to be completed outside this scope to initiate the NEPA process when appropriate; particularly if seeking federal funds.

2. Development of Preliminary Engineering Report

- a. Plan, coordinate, monitor and document the preparation of Preliminary Engineering Report activities.
- b. Prepare key map showing location of project area.
- c. Summarize detailed analysis of impacts for each route using a decision matrix table that will score each alternative on a variety of criteria.
- d. Prepare proposed layout for the facilities on an aerial map. This includes a typical section, where required.
- e. Conduct Review Meeting with County staff to review the preliminary findings and recommendations.
- f. Prepare preliminary cost estimates for design and construction.
- g. Prepare Preliminary Engineering Report. The report shall present the recommendations resulting from the data collection and analysis process, the criteria upon which final design of the project is to be based, and shall include specific recommendations for items noted above.

Note: This scope does not include any review or impact analysis of traffic data. This analysis may be necessary in the future if federal funds are sought for the project.

3. Public Engagement

- a. Plan, coordinate, monitor and document public engagement and coordination.
- b. Complete Public Information Process
 - i. Initial Public Meeting to gather input on potential routes from local residents and potential users. Individual invitation to each property owner in the study area and public notice.
 - ii. Analyze public input to determine alternatives to consider.
 - iii. Prepare a presentation for the County Commissioners to detail possible alternatives and impacts of each.
 - iv. Present alternatives and decision matrix to public with recommended alternative.
- c. Prepare exhibits for use by Monroe County to be included on websites or for public access.

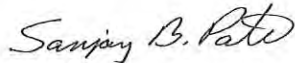
Fee Schedule

Based on the scope of work detailed herein, the fee for completion of the Preliminary Engineering Report is as follows:

<u>Task</u>	<u>Cost</u>
Data Collection and Analysis	\$12,100.00
Preliminary Engineering Report	\$14,700.00
Public Engagement	\$ 9,900.00
Direct Costs	\$ 500.00
TOTAL	\$37,200.00

We look forward to providing our professional services and will begin upon your written authorization below. Please contact us if you should have any questions or require additional information.

Respectfully,



Sanjay B. Patel, P.E.
President and CEO
VS Engineering, Inc.

Enclosure – Terms & Conditions, Project Map, Hour & Fee Justification

Contract Approval

The below acknowledges and approves of the proposed scope of services, associated fees, and standard terms and conditions.

Signature: _____

Name: _____ Date: _____

Title: _____

- 1.1. Compensation for Services.** VS Engineering, Inc. (VS) will submit monthly invoices for partial completion of services. Payment from Client will be due within 30 days of VS's invoice. VS will stop work if account balances become 90 days overdue. Invoices not paid within 120 days will be referred for collection and Client will be responsible for all expenses incurred by VS in the collection, including attorney fees.
- 1.2. Services Outside Scope of Agreement.** Services not set forth or listed in this Agreement are specifically excluded from the scope of services. If circumstances or conditions that were not originally contemplated by or known to VS are revealed, to the extent they affect the scope of services, VS may call for renegotiation of appropriate portions of this Agreement. VS will provide additional services upon written approval from Client or upon verbal approval from Client followed by a confirmation letter from VS. These additional services will be outside the scope of this Agreement and will be billed to Client at VS's standard hourly rates plus expenses.
- 1.3. Standard Hourly Rates.** Unless specifically noted in the written scope, VS shall use the current year standard hourly rates and expenses for all hourly work. The current year shall be the year in which the work is being completed. Any work completed as an Expert Witness shall be done at a rate 2.0 times the standard hourly rates.
- 1.4. Representation and Opinions.** VS represents that all Services provided by its members, employees, agents and representatives are performed in a professional manner in accordance with sound consulting and engineering practices and procedures.
- 1.5. Opinions of Probable Cost.** In providing opinions of probable cost, Client understands VS has no control over the cost or availability of labor, equipment, materials, or market conditions. VS's opinions of probable cost are made on the basis of professional judgment and experience. VS makes no warranty, expressed or implied that the costs will not vary from the opinion of probable cost.
- 1.6. Access.** Client shall arrange for access to and shall make all necessary provisions for VS to enter upon public and private property as required by VS to perform the Services required under this Agreement. Although VS will exercise reasonable care in performing its Services, Client understands that performing some services may unavoidably cause minor disturbance to the Site, the correction of which is not part of this Agreement.
- 1.7. Limited Liability.** VS shall have the first and primary right to remedy any errors, omissions or defective workmanship. VS shall not be liable for any incidental, consequential, indirect or special damages, or for any loss of profits or business interruptions caused or alleged to have been caused, by the performance or nonperformance of Services. Client agrees that Client's sole remedy against VS is limited to a refund of payments made by Client for said Services, less expenses paid to subcontractors or to third parties. VS is not responsible for errors which result from faulty or incomplete information supplied by Client. Client also agrees to not seek damages in excess of the contractually agreed upon limitations directly or indirectly through suits by or against other parties. Client further agrees that Client shall bring no claim against VS or its subcontractors no later than one year after completion of Services.
- 1.8. Indemnification.** VS agrees to indemnify and hold harmless Client and all of its officers, directors and employees against claims, losses, penalties, fines, forfeitures, amounts paid in settlement, judgments, (including reasonable attorneys' fees) which result from any act or omission constituting gross negligence, willful misconduct or breach of fiduciary duty by any manager, agent or employee of VS in connection with VS's performance under this Agreement. Client agrees to indemnify and hold harmless VS and all of its managers, employees, agents, and other representatives ("Indemnitee") against costs, losses, liabilities, expenses (including reasonable attorneys' fees), and amounts paid in settlement actually incurred in connection with third party claims against any Indemnitee (collectively, "Losses") which result from any act or omission constituting negligence, misconduct, or breach of fiduciary duty by an officer, director or employee of Client in connection with this Agreement, unless such Losses are covered by insurance, in which event VS shall be indemnified only to the extent of any uninsured Losses. It is intended by the parties of this agreement that VS's services in connection with the project shall not subject VS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein,

Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against VS, an Indiana corporation, and not against any of VS's individual employees, officers or directors.

- 1.9. **Force Majeure.** Neither party shall be liable to the other for any costs or damages due to causes beyond its control, expressly including weather conditions. Extensions of the performance schedule (if any) shall be deemed to be automatically granted in the case of delays beyond the control of VS.
- 1.10. **Instruments of Service.** All plans, drawings, surveys, prints, software, programs, data, specifications, photographs (including aerial) and other related items and documents prepared or furnished by VS pursuant to this Agreement are instruments of service in respect to this Project, and VS shall retain the ownership and property interests therein. Such documents are not intended or represented to be suitable for use by Client or others on extensions of this Project, on any other project, or for completions of this Project should this Agreement be terminated, nor may such documents be so reused without the express written consent of VS. Any reuse or modification of such documents without the consent of VS will be at Client's sole risk and without liability to VS, and Client shall indemnify and hold VS harmless from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom.
- 1.11. **Governing Law; Choice of Forum.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. At VS's election, Client hereby submits to the exclusive jurisdiction and venue of any court (federal, state or local) having situs within the County of Marion, State of Indiana, expressly waives personal service of process and consents to service by certified mail, postage prepaid, directed to the last known address of Client. Client hereby waives any objection to improper venue, forum non conveniens and trial by jury.
- 1.12. **Client Disclosure and Lawfulness.** Client agrees to disclose to VS all pertinent information relative to the project including surveys, data, instructions, past reports and/or correspondence. VS may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- 1.13. **Construction Observation.** If VS is not contracted for Construction Observation services associated with design services, it is understood and agreed that such services will be provided for by Client. Client assumes all responsibility for interpretation of the Contract Documents and for Construction Observation and Client waives any claims against VS that may be in any way connected thereto.
- 1.14. **Termination.** This Agreement may be terminated by either party upon 14 days written notice. Client shall nevertheless be responsible for all outstanding balances, including accounts receivable and work in process to the date of termination.
- 1.15. **Assignment.** This Agreement is binding upon and inures to the benefit of the respective parties hereto, their legal representatives, successors, and assigns. Neither VS nor Client may assign, sublet, or transfer its interests in this Agreement without first obtaining the written consent of the other.
- 1.16. **Entire Agreement.** The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services as set forth in this Agreement.
- 1.17. **Authorization.** All signatories represent they are duly authorized to execute this Agreement.

This agreement represents the entire understanding of parties in respect to projects and can only be modified in writing signed by both parties. Please advise VS immediately in writing if any terms of this agreement need to be altered.

Rogers St PER

Potential Area of Analysis

Connect to existing asphalt path

Legend



Bloomington Country Club

Suffers Dr

Lois Ln

S Tulip Ave

S Rogers St

Gear Creek

Golden Living Center

Batchelor Middle School

Monroe County Solid Waste

W Gordon Pike

W Gordon Pike

Google Earth

Connect to future Library

1000 ft

HOUR AND FEE JUSTIFICATION
Development of Preliminary Engineering Report

TASK DESCRIPTION	MANHOURS CLASSIFICATION			
	Project Manager	Project Engineer	CADD Technician	TOTAL HOURS
1. Data Collection Analysis				
a. Plan, coordinate and document data collection activities	8			8
b. Evaluate available planning information	2	10	4	16
c. Obtain current record plans from local, county, and state agencies		8		8
d. Conduct field investigation to inventory existing conditions		12		12
e. Develop and analyze potential routes	8	24	20	52
f. Complete an initial investigation of potential environmental issues	2	10	6	18
Total Hours	20	64	30	114
Average Hourly Billing Rate	\$147.10	\$106.32	\$80.06	
Subtotal	\$2,942.00	\$6,804.48	\$2,401.80	\$12,148.28
Subtotal(Rounded)				\$12,100.00
2. Development and Refinement of Engineers Report				
a. Plan, coordinate, monitor and document report preparations activities	8			8
b. Prepare Key Map of project area		2	8	10
c. Summarize detailed analysis of impacts	2	16	8	26
d. Prepare proposed layout maps for all alternates, with typical section, where necessary	4	10	16	30
e. Conduct review meeting with Monroe County Highway staff	2	4	4	10
f. Prepare preliminary cost estimates	2	16		18
g. Prepare Preliminary Engineering Report	8	20	10	38
Total Hours	26	68	46	74
Average Hourly Billing Rate	\$147.10	\$106.32	\$80.06	
Subtotal	\$3,824.60	\$7,229.76	\$3,682.76	\$14,737.12
Subtotal(Rounded)				\$14,700.00

HOURLY AND FEE JUSTIFICATION
Development of Preliminary Engineering Report

TASK DESCRIPTION	MANHOURS CLASSIFICATION			
	Project Manager	Project Engineer	CADD Technician	TOTAL HOURS
3. Public Engagement				
a. Plan, coordinate, monitor and document public engagement activities	8			8
b. Complete Public Information Process (2 public meetings & 1 commissioner meeting)	18	20	24	62
c. Prepare exhibits for website & public access	1	10	10	21
Total Hours	27	30	34	70
Average Hourly Billing Rate	\$147.10	\$106.32	\$80.06	
Subtotal	\$3,971.70	\$3,189.60	\$2,722.04	\$9,883.34
Subtotal(Rounded)				\$9,900.00
<u>Direct Costs</u>				
Direct Mailings (\$1/Property)	500		\$500.00	
Travel (\$0.50/mile)	0		\$0.00	
Subtotal Direct Costs				\$500.00
Total Fee for Preliminary Engineering Report				\$37,200.00



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal Work session Department

Title to appear on Agenda: Vendor #

Executive Summary:

The agreement is for Right-of-Way acquisition engineering services for the Karst Farm Greenway extension. This portion of the project begins at SR 45 on Liberty Drive and continues to the existing Karst greenway, behind Sierra Drive. The services will be for Right-of-Way management, appraising and buying.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="2020 GO Bond Projects/Trail Expansions"/>	<input type="text" value="4813"/>	<input type="text" value="\$71,800.00"/>

Presenter:

Speaker(s) for Zoom purposes:

Name(s)	Phone Number(s)
<input type="text"/>	<input type="text"/>

(the speaker phone numbers will be removed from the document prior to posting)

Attorney who reviewed:

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____ 2022 ("Effective Date") by and between the MONROE COUNTY BOARD OF COMMISSIONERS, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and BUTLER, FAIRMAN & SEUFERT, INC. ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1900405

Project Description: Liberty Drive connection to Karst Farm Greenway.

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be October, 2024. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 71,800.00.

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI **GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses,

registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.

- iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the

CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.

- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

10. **Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. **DBE Requirements.**

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.

- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).

- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)

- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.

- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
- (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT 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. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
 - iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
 - v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation

program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. **Employment Eligibility Verification.** The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. **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 fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written 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.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.

18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.

19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this

Contract, provided that if the CONSULTANT is a “contractor” within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.

20. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers’ compensation insurance for its employees.

21. Insurance - Liability for Damages.

- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT’S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA’s losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.
- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA’s acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the

CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.

2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and 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, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Lisa Ridge, Highway Director
Monroe County
501 North Morton Street, Suite 216
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Bradley D. Watson, PE, Executive V.P.
8450 Westfield Boulevard, Suite 300
Indianapolis, IN 46240

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior

to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product) will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the party referred to in Paragraph 23:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.
35. **Termination for Default.**
- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 3. Make progress so as to endanger performance of this Contract; or
 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or

- (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
 - B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
 - C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
 - D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
 - E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.
36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

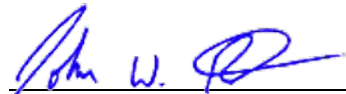
Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **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 Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
BUTLER, FAIRMAN & SEUFERT, INC.

LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS
MONROE COUNTY INDIANA



Signature
John W. Brand, President

Signature
Julie Thomas, President

Signature
Penny Githens, Vice President

Signature
Elizabeth Lee Jones, Commissioner

Attest:

Attest:



Signature
Brent A. Friend, Right-of-Way Manager
Manager

Signature
Catherine Smith, Monroe County Auditor

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. RIGHT-OF-WAY MANAGEMENT AND SUPERVISION

1. The CONSULTANT shall be responsible for administering, scheduling and coordinating all activities necessary to certify that the right-of-way has been acquired and that the project is clear for construction letting. This responsibility will include:
 - a. Meetings, conference calls, and communications with property owners, attorneys, engineers, appraisers, buyers, LPA, Indiana Department of Transportation, and Federal Highway Administration.
 - b. Recommend revisions to construction plans and/or right-of-way plans.
2. The Right-of-Way Services include all reasonable services as required to secure all parcels based on the approved engineering design, to recommend to the LPA that condemnation proceedings be filed and manage and record process in the LPA-LRS program.
3. The CONSULTANT will make arrangements for recording all necessary documents after a copy of payment is provided by the LPA.
4. Direct Cost expenses are those costs for partial mortgage release fees, recording fees if any, any appraisal cost-to-cure estimate fees, and other charges to clear title of the property acquired.
5. Fee Scope Changes for Appraisal or Buying Fees: The use of additional funds set aside to allow the payment of an increase in an appraisal scope change resulting from the inspection with the owner. The funds also allow for additional increase in buyer fee resulting in the change in title to clear encumbrances. The category also allows for any fee increases based on a new INDOT Fee Table adjusted increase in fees.
6. Additional Services: The CONSULTANT will provide additional services to the LPA and/or the attorney, as requested, to provide support services in condemnation proceedings, Appendix "D" part 4, or administrative settlements and additional parcel(s). The CONSULTANT will also provide additional services as directed to the contract vendors or outside vendors as necessary and the cost of the additional services by the vendor(s) will be a direct pass through. The CONSULTANT will obtain approval by Email, letter or supplemental, from the LPA's representative prior to any additional work is provided.

B. RIGHT-OF-WAY APPRAISING

1. Provide Appraisal Services
 - a. The Appraiser shall be a licensed real estate appraiser in the State of Indiana, and pre-qualified by the Indiana Department of Transportation
 - b. Should the quality and/or progress of the appraisals be deemed unsatisfactory, the LPA may terminate the services of the Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of

the services as have been rendered by the Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LPA.

- c. The Appraiser shall give the owner(s) of each parcel to be appraised the opportunity to accompany the Appraiser during the inspection of the parcel. Waiver Valuation reports do not require an inspection with the owner unless otherwise directed by the LPA.
- d. The appraisals shall meet the standards set out in the most recent addition of the Indiana Department of Transportation's Real Estate Division Manual as approved by the Federal Highway Administration. The Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with State Laws. Any appraisal that does not meet such requirements shall be further documented or re-appraised as the case may be without additional compensation to the Appraiser. The appraiser will enter all information into the INDOT LPA-LRS system as required.
- e. The Appraiser agrees to furnish one original and a Pdf file of the appraisal report. The copies should have original colored pictures or pages and one copy must be on green paper.
- f. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The Appraiser shall take all necessary steps to ensure that neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration, until authorized in writing by the LPA to reveal the communication to another designated party.

2. Provide Review Appraising Services

- a. Review Appraiser shall perform the review appraisal work covered by this Contract. The Review Appraiser shall be a licensed real estate appraiser in the State of Indiana, and pre-qualified by the Indiana Department of Transportation.
- b. The review appraisals shall comply with the standards set out in the most recent edition of the Indiana Department of Transportation's Real Estate Division Manual as approved by the Federal Highway Administration and shall be submitted on forms approved by the LPA and the Indiana Department of Transportation. The Review Appraiser shall follow accepted principles and techniques in evaluation of real property in accordance with state laws. Any review appraisal that does not meet such requirements shall be further documented without additional compensation to the Review Appraiser. The review appraiser will enter all information into the INDOT LPA-LRS system as required.
- c. All information contained in the Review Appraisal report and all parts thereof are to be treated as a privileged communication. The Review Appraiser shall take all necessary steps to ensure that neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the LPA, the Indiana Department of Transportation or to officials of the Federal Highway Administration.
- d. Should the quality and/or progress of the review appraisals be unsatisfactory, the LPA may terminate the services of the Review Appraiser by giving five (5) days written notice. The earned value of the work performed shall be based upon an estimate of the portion of the services as have rendered by the Review Appraiser to the date of termination. All work, completed or partially completed, shall become the property of the LPA.

C. BUYING

1. The CONSULTANT shall perform the buying work covered by this Contract, designated

herein as the Buyer. The Buyer shall be a licensed real estate broker in the State of Indiana or an Attorney and pre-qualified by the Indiana Department of Transportation.

2. No work by the Buyer shall be sublet, assigned or otherwise performed by anyone other than the Buyer.
3. The Buyer shall make every reasonable effort to acquire expeditiously the parcels listed herein.
4. The Buyer shall perform the services under this Agreement in compliance with the most recent edition of the Indiana Department of Transportation's Real Estate Division Manual. The buyer will enter all information into the INDOT LPA-LRS system as required.
5. All information contained in the appraisal shall be treated as confidential. The Buyer is to take all steps to ensure that he does not divulge any of this information to anyone other than a duly authorized representative of the LOCAL PUBLIC AGENCY, Indiana Department of Transportation, or Federal Highway Administration unless authorized in writing by the LOCAL PUBLIC AGENCY to reveal the information to another designated party.
6. Should the quality and/or progress of the buying be unsatisfactory, the LOCAL PUBLIC AGENCY may terminate the services of the Buyer by giving five (5) days written notice. The earned value of the work performed shall be based upon the percentage of work completed at the time of the termination. All records of the Buyer and work completed or partially completed, shall become the property of the LOCAL PUBLIC AGENCY.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

- A. Guarantee access to and make all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this Agreement.
- B. Provide all payments due the property owner(s) to the CONSULTANT.
- C. Partial mortgage release fees, cost-to-cure estimate fees, or other direct cost charges.
- D. The LPA will provide legal counsel to handle all condemnation proceedings and all eminent domain legal matters.
- E. Copies of canceled checks to support parcel certification.

APPENDIX "C"

SCHEDULE:

- A. No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.
- B. All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule.
- C. All work by the CONSULTANT under this Contract shall be completed and delivered to the LOCAL PUBLIC AGENCY no later than 300 calendar days after notification to proceed from the LOCAL PUBLIC AGENCY.
- D. For the purposes of contract control the work shall be submitted by the CONSULTANT to the LOCAL PUBLIC AGENCY for review and approval within the following approximate time periods:
 - 1. Appraisals- within 60 days of Notice to Proceed
 - 2. Review Appraisals within 40 days of Notice to Proceed.
 - 3. Buying Services – offers delivered to landowners within 14 days after LPA approves values and provides conveyance documents. Counteroffers will be provided to the LPA within 5 business days of receipt from landowner. If no agreement with landowners is reached after 75 days, parcel files will be delivered to the LPA for condemnation proceedings.

APPENDIX "D"

AMOUNT OF COMPENSATION:

- A. The CONSULTANT shall receive as payment for the work performed under this Contract for a fee of \$ 71,800.00, unless a SUPPLEMENTAL AGREEMENT is approved in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation.
- B. The CONSULTANT will be paid for the work performed under the applicable Sections A, B, C and D of Appendix "A" of this Contract, except as provided for in Section 4 of this Appendix, in accordance with the following schedule, and as set out in Exhibit A:

Appraising Fee	\$ 16,000.00
Review Appraising Fee	\$ 8,000.00
Buying Fee	\$ 16,600.00
Right-of-Way Management	\$ 10,200.00
Direct Expenses & Fees	\$ 10,000.00
Fee Scope Changes for Appraisal or Buying	\$ 6,000.00
Additional Services	\$ 5,000.00
<hr/>	
TOTAL	\$ 71,800.00

- C. In consideration for condemnation proceedings described below the LOCAL PUBLIC AGENCY agrees to pay the Right-of-Way Manager, Appraiser, Review Appraiser, Buyer, and Relocation Agent on a daily basis (or on a pro rata basis for less than a day) the following sums:

	Pre-Trial Conference and Preparation	Testimony in Court as Expert Witness
Right-of-Way Manager	\$1,000.00 per day	\$1,000.00 per day
Appraiser	\$1,000.00 per day	\$1,000.00 per day
Review Appraiser	\$1,000.00 per day	\$1,000.00 per day
Buyer	\$1,000.00 per day	\$1,000.00 per day

Pro rata basis for sub-consultants is \$150.00 per hour not to exceed the daily rate of \$1,000.00 per day. The CONSULTANT is hourly as set out in Appendix "D- 1".

D. Method of Payment

1. The CONSULTANT shall submit invoices to the LOCAL PUBLIC AGENCY not more often than once per month during the progress of the work, for payment on account for the work completed. Minor adjustments in the categories of Appraisal Fee, Review Appraisal Fee, Buying Fee, Right-of-way Management, Legal Services, and Miscellaneous Expenses may occur due to scope change on a parcel or unforeseen expenses. The adjustment may not exceed the total fee without a supplemental.
2. For work performed under Section A of Appendix "A" the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT for rendering such services the percentage of the work completed.
3. For work performed under the applicable Sections A, B, C and D of Appendix "A", and upon completion of the respective work and its acceptance by the LOCAL PUBLIC AGENCY, the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT the fees established. No partial payments shall be made on a per parcel fee.
4. Additional services will be charged on an hourly basis as set out in Appendix "D-1 ". Additional services which could include additional hours by engineer or project manager involving additional parcels, utility relocations, administrative settlements, as directed by the court or Attorney in a condemnation suit, or any additional work as directed by the LPA.
5. For work performed under the Applicable Sections of Appendix "A", and upon completion of the respective work and its acceptance by the LOCAL PUBLIC AGENCY, the LOCAL PUBLIC AGENCY agrees to pay the CONSULTANT the fees established and for direct expenses incurred in order to clear title and secure the parcel. The CONSULTANT will pass through the direct cost expenses without markup. Partial payments shall be made on a percentage basis for the work performed for the Right-of-Way Management.



EXHIBIT "A"
Karst Farm Greenway Connector
Monroe County
RIGHT-OF-WAY SERVICES SUMMARY

Parcel Number	Property Owners	APR Type	Appr. Fee	Rev. Appr. Fee	Buyer Fee	ROW Management
RW SERVICES						
1	Public Investment Corp. (MHP) Public Investment Corp. (Apts) Public Investment Corp. (Dupl)	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
2	Tracol Holdings, LLC	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
3	Sabin Corporation	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
4	Bland Properties, LLC	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
5	ALDI Indiana LP	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
6	Sebring Associates LP	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
7	Bryan Rental Inc.	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
8	Northwest Bank	VF	\$ 2,000.00	\$ 1,000.00	\$ 2,075.00	\$ 1,275.00
			\$ 16,000.00	\$ 8,000.00	\$ 16,600.00	\$ 10,200.00
RW Services						
	Total Appraising-----				\$ 16,000.00	
	Total Review Appraising-----				\$ 8,000.00	
	Total Buyer Fee-----				\$ 16,600.00	
	Total Relocation Fee-----				NA	
	ROW Management -----				\$ 10,200.00	
	Direct Expenses & Fees (Cost-to-Cure, Mortgage Release Fees, etc.)-----				\$ 10,000.00	
	Appraisal & Buying Parcel Scope Changes-----				\$ 6,000.00	
	Additional Services-----				\$ 5,000.00	
	Total Right-of-Way Services -----				\$ 71,800.00	