



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, 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, July 19, 2023, at 10:00 am

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

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUJwV3RoeDFldG5GUT09>

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 GITHENS

2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES

3. DEPARTMENT UPDATES

Health – Kathy Hewett

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

5. APPROVAL OF MINUTES

July 5, 2023

6. APPROVAL OF CLAIMS DOCKET

Accounts Payable – July 19, 2023
Payroll – July 14, 2023

7. REPORTS

None

5

8. NEW BUSINESS

A. B-TECH FIRE AND SECURITY AGREEMENT FOR JUSTICE BUILDING DOOR ACCESS CHANGES

14

Fund Name: County General

Fund Number: 1000

Amount: \$6,647.57

Presenter: Greg Crohn

There are two doors at the Justice building that need to have the current swipe lock systems replaced. One being a non-functioning swipe system on the server room, and another leading from the alley into the Sheriff's Office, that is non-standard to our primary lock system and software. This request is to approve the quotes supplied from B-Tech Fire and Security to replace both lock systems.

B. B-TECH FIRE AND SECURITY AGREEMENT JOHNSON BUILDING CAMERA REPLACEMENT

26

Fund Name: County General

Fund Number: 1000

Amount: \$2,255

Presenter: Greg Crohn

One of the security cameras located on the exterior of the Johnson Hardware Building has failed and requires replacement. Unit is past the covered warranty period. This request is to approve the quote provided by B-tech Fire and Security to supply and replace one (1) 180 degree Pan/Tilt/Zoom Exterior camera.

C. EVENS TIME INC. SERVICE AGREEMENT

31

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$1,195.35

Presenter: Greg Crohn

The gate controller for the County Parking Garage is malfunctioning resulting in the entry gate staying in the full upright position after a vehicle has passed the detection loop. This has prompted "piggy backing" of vehicles through the gate and unauthorized access by the public. Diagnostics performed by Evens Time conclude replacement of the control board is necessary. This request is to approve the quote from Evens Time Inc. for one time service and parts, to restore service to the garage entry gate.

D. MATRIX INTEGRATION SERVICE AGREEMENT FOR JAIL OFFICE CHANGES

33

Fund Name: Cumulative Capital

Fund Number: 1138

Amount: \$3,371.40

Presenter: Greg Crohn

One of the areas in the jail that was previously used as storage is being converted to office space by Jail Command. This area does not have any hardwired network access. Due to construction of the building, interference rules out the use of wireless networking. This request is to approve the quote provided by Matrix Integration, for one time service, to install EMT conduit, 2 pairs of Cat 6 Ethernet lines, and the required data jacks and face plates.

- E. TOSHIBA COPIER FLEET AGREEMENT** **38**
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$4,534 per month/60 months

Most of Monroe County Governments currently owned copiers are beyond 10 years old, are going beyond supported service life within the next 6 months and will not be supported by the manufacturer. This request is to approve the agreement with Toshiba Business Solutions to replace thirty-two beyond service life Ricoh model copiers, with a total of thirty-two Toshiba E-Studio 330AC, 4525AC, and 5525AC series copiers. Terms of lease are for Sixty (60) months at \$4,534.00 p/month. Copy and print monthly charges are at \$.0038 per B/W print, \$.035 per color print. All copiers listed in the agreement fall under a \$1.00 buyout and will be owned by Monroe County Govt. at lease maturity. All pricing and terms meet State QPA contract parameters

- F. RICHARD'S SMALL ENGINE REPAIR SERVICE AGREEMENT** **59**
Fund Name(s): County General, and Non-reverting
Fund Number(S): 1000, 1178, and 1179
Amount: Not to exceed \$3,000
Presenter: Kellie Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Richard's Small Engine to perform equipment repairs. The service agreement expires on 11-01-25.

- G. SECURITY AUTOMATION SYSTEMS SERVICE AGREEMENT** **64**
AMOUNT: \$10,640
Presenter: Angie Purdie

During repairs/inspection of the central control room it was observed that the wiring housing underneath the cabinetry was covered in dander/dust causing a significant concern for fire. Additionally, multiple dead rodents were located under the wiring. This is a significant concern for the safety and well-being of anyone who enters the facility. This is an item we would like to pay out of the jail commissary budget line.

- H. ORDINANCE 2023-26: Transfer of parcel to the Town of Stinesville** **67**
Presenter: David Schilling

The Commissioners obtained a Tax Sale Deed for a Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested the County to transfer the parcel to the Town.

- I. BUTLER FAIRMAN & SEUFERT, INC. CONSTRUCTION INSPECTION SERVICES** **89**
Fund Name: Local Road and Street
Fund Number: 1169
Amount: \$25,000
Presenter: Lisa Ridge

This agreement is for construction inspection services for the pedestrian improvements at various trail locations across the county. There are seven (7) locations that will have flashing beacons installed on

county roads at trail crossings. RFP's were accepted in June and scored by three (3) highway employees and sent to INDOT for review and approval. The seven locations are as follows:

- Limestone Trail at Dillman Rd
- Limestone Trail at Church Lane
- Clear Creek Trail at Victor Pike
- Clear Creek Trail at That Road
- Bloomington Rail Trail at That Road
- Bloomington Rail Trail at Rogers Street
- Clear Creek Trail at Rockport Road

The federal funds have been approved for 90% (\$22,500) through HSIP (Highway Safety Improvement Plan) in the MPO Transportation Improvement Plan (TIP) 2024-2028. The local match is \$2,500. After installation of the flashing beacons, the future maintenance will be the responsibility of the government entity for that trail, being Bloomington Parks and Recreation Department or the Monroe County Parks and recreation.

9. APPOINTMENTS

10. ANNOUNCEMENTS

11. ADJOURNMENT



MONROE COUNTY COMMISSIONERS

Penny Githens, President
Julie Thomas, Vice President
Lee Jones

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

COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, July 5, 2023, at 10:00 am Nat U. Hill Meeting Room – 3rd Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVIMUUwV3RoeDFldG5GUT09>

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Members

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

Staff

Angie Purdie, Commissioners' Administrator, Present, In Person
Jeff Cockerill, Legal Counsel, Present, In Person

1. CALL TO ORDER BY COMMISSIONER GITHENS 10:04 am

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

3. DEPARTMENT UPDATES 10:13 am
Health – Lori Kelley
Emergency Management – Jamie Neibel

4. PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker) 10:15 am

[David Henry, Monroe County resident](#)

5. APPROVAL OF MINUTES 10:19 am
June 28, 2023

Thomas made a motion to approve. Jones seconded.
Githens called for a voice vote.
Motion carried 3-0.

6. APPROVAL OF CLAIMS DOCKET
Accounts Payable – July 5, 2023

10:19 am

Thomas made a motion to approve. Jones seconded.
No public comment.
Githens called for a voice vote.
Motion carried 3-0.

7. REPORTS
None

8. NEW BUSINESS

A. PRESENTATION OF COUNTY FORM #144; STATEMENT OF SALARIES & WAGES PROPOSED FOR CALENDAR YEAR 2024
Presenter: Sarah Malone

10:20 am

County Form No.144 is required to be filed by each Department Head/Elected Official, Board or Commission, whose officers or employees are paid by county funds. This form must be filed with the County Auditor not later than July 2 each year. In turn, the County Auditor must present the County Form No.144 to the Board of Commissioners at the July meeting of the board. The Board of County Commissioners shall review the statements and make their recommendations, for the consideration of the County Council, prior to August 20.

Commissioners will take this request under advisement.

B. MATRIX INTEGRATION SERVICE AGREEMENT
Fund Name: Cumulative Capital
Fund Number: 1138
Amount: \$2,700
Presenter: Greg Crohn

10:22 am

The Sheriff Reserves building is currently without a data connection back to the County network due to the failure of the Adaptive Security Appliance located on the site. Resulting in Reserve Officers having to come into the Sheriff's Department to complete their duties, rather than at their own headquarters. This request is to approve the quote provided by Matrix Integrations, to supply, configure, and install one (1) new Cisco ASA5520 to restore data and phone services at the location.

Thomas made a motion to approve. Jones seconded.
No public comment.
Githens called for a voice vote.
Motion carried 3-0.

C. ADULT PROTECTIVE SERVICES CONTRACT

10:24 am

Fund Name: Adult Protective Services

Fund Number: 9112

Grant Amount: \$551,733.58

Presenter: Beth Hamlin

This is a request for signature on a contract (# 73936) to be entered into between the Monroe County Board of Commissioners, the Monroe County Prosecutor and Indiana Family and Social Services Administration, Division of Aging. The contract amount is \$551,733.58 covers the two year time period July 1, 2023 - June 30, 2025. The funds will pay for the provision of Adult Protective Services in Monroe, Morgan, and Owen Counties.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

D. B & H ELECTRIC SERVICE AGREEMENT

10:27 am

Fund Name(s): County General and Non-reverting

Fund Number(s): 1000, 1178, and 1179

Amount: Not to exceed \$2,000

Presenter: Kelli Witmer

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire B & H Electric to perform small motor repairs. The service agreement expires on 11-01-25.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

E. STRATEGIC COMMUNICATIONS AGREEMENT

10:28 am

Fund Name: County General

Fund Number: 1000

Amount: Not to exceed \$25,000

Presenter: Jeff Cockerill

This contract is for the Communication support services from Susan Brackney. The work will be done at an hourly rate with a total not to exceed amount.

Thomas made a motion to approve. Jones seconded.

Public comment:

Dave Askins, B-Square Bulletin

Githens called for a voice vote.

Motion carried 3-0.

F. ORDINANCE 2023-24; CREATING A CAPITAL IMPROVEMENT BOARD (CIB)

10:31 am

Presenter: Jeff Cockerill

This item creates a Capital Improvement Board (CIB). The CIB, as drafted, would be responsible for leading the Convention Center expansion project including selecting the site for the expansion of the Convention Center expansion components, including a site plan, select and contract with the operation and management organization(s), oversee process for hotelier partner selection, name the expanded center, hire/retain support staff, and the need for additional amenities including a parking garage. The project will also require additional agreements, including and interlocal cooperation agreement with the City of Bloomington.

Thomas made a motion to approve. Jones seconded.

Public comment:

Geoff McKim, County Councilman

Peter Iversen, County Councilman

Eric Spoonmore, President Bloomington Chamber of Commerce

Jen Pearl, President Bloomington Economic Development Corporation

Dave Askins, B-Square Bulletin

Cheryl Munson, County Councilwoman (Virtual)

Githens called for a voice vote.

Motion carried 3-0.

G. BLOOMINGTON ECONOMIC DEVELOPMENT CORPORATION (BEDC) AGREEMENT

10:52 am

Fund Name: County General

Fund Number: 1000

Amount: \$30,000

Presenter: Jeff Cockerill

This agreement provides the Bloomington Economic Development Commission to provide services to the County. The County Council appropriated \$30,000 for this purpose. The BEDC works was discussed at the Commissioners work session on June 28th.

Thomas made a motion to approve. Jones seconded.

Public comment:

Peter Iversen, County Councilman

Geoff McKim, County Councilman

Jim Shelton, Bloomington Chamber of Commerce member (Virtual)

Jennifer Crossley, County Councilwoman (Virtual)

Githens called for a voice vote.

Motion carried 3-0.

H. RESOLUTION 2023-21; ESTABLISHING OF THE CLIMATE RESILIENCE PLAN IN COOPERATION WITH THE MCKINNEY FELLOW.

11:11 am

Presenter: Peter Iversen

On May 3, 2023, the Commissioners approved a Collaboration Agreement between Monroe County Government and the Trustees of Indiana University on behalf of the Environmental Resilience Institute. Per this Collaboration Agreement, a McKinney Fellow would be hosted by Monroe County, and the McKinney Fellow would assist with the development of a community-wide climate resilience plan.

This resolution establishes a Blue Ribbon Commission to further the development of the Climate Resilience Plan in cooperation with the McKinney Fellow.

Thomas made a motion to approve. Jones seconded.

Thomas made a motion to amend section 5 to read as *“one member of the Blue Ribbon Commission will be a Monroe County Commissioner who shall serve as chair.”* Jones seconded.

No public comment on amendment.

Githens called for a voice vote on amended motion.

Motion carried 3-0.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

I. AWARD BICENTENNIAL PAVING TO E & B PAVING, LLC.

11:17 am

Fund Name: Bicentennial Pathway Construction

Fund Number: 8950

Amount: \$277,560

Presenter: Lisa Ridge

Two (2) sealed bids were received and opened on June 29, 2023 at 10:00 am, Milestone Contractors and E&B Paving, LLC. E&B Paving, LLC. was the lowest, most responsive, and responsible bidder and the Department would like award the project to E&B Paving, LLC.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

J. AMERICAN STRUCTUREPOINT, INC. SUPPLEMENTAL #2 FOR FULLERTON PIKE, PH III

11:19 am

Fund Name: Fullerton Pike TIF

Fund Number: 4922

Amount: \$46,100

Presenter: Lisa Ridge

The supplemental agreement is to cover the cost of the bidding phase and construction phase (any design changes needed during construction due to unforeseen conditions) for the project. All the existing funds for design have been exhausted for such changes in the Sound Wall, permits and bid clearing plans. During the ROW phase, all funds were not used that were allocated to the phase of the project. The Department saved \$16,860 on that portion of the contract. The supplemental will be sent to INDOT after approval to request the 80% match for this extra expense.

Thomas made a motion to approve. Jones seconded.

No public comment.

Githens called for a voice vote.

Motion carried 3-0.

9. APPOINTMENTS

11:20 am

Githens made a motion to appoint the following. Thomas seconded.

Joint Human Rights Commission

Susan Gray, two-year term ending 2.1.2025

Githens called for a voice vote.

Motion carried 3-0.

10. LETTER OF SUPPORT TO HOOSIER HILLS FOOD BANK

11:22 am

Thomas made a motion that the Board of Commissioners letter of support for the Hoosier Hills Food Bank grant application be signed by President Githens. Jones seconded.

Githens called for a voice vote.

Motion carried, 3-0.

11. ANNOUNCEMENTS

11:23 am

Beginning Monday, July 10, 2023, through Monday, July 17, 2023, Business 37 North at I69 will be closed for emergency bridge repairs. Please adhere to the posted detour routes.

Indiana Solar for All grant opportunities are available for income qualified households. For more information go to www.insf.org/partipate.

In response to a request from “Hoosier Hills Fresh Food” distribution, the Board of Commissioners will host a diaper drive. A container is available for donations of wipes, pull-ups, and diapers in the Courthouse Rotunda. These supplies will be given to Hoosier Hills for their food distributions on July 14 and August 11.

Free COVID-19 testing available at the Monroe County Health Department, 119 W. 7th Street as well as the Monroe County Public Health Clinic located at 333 E. Miller Drive.

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

The Commissioners have virtual office hours via Zoom each month for anyone wanting to speak with a commissioner. Please go to the calendar at www.co.monroe.in.us for dates and times.

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

Thursday, July 13, 1pm – 6pm

Friday, July 14, 10am – 3pm

Wednesday, August 23, 1pm – 7pm

Thursday, August 24, 1pm – 7pm

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 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 *New Trustee	Phone	email
Bean Blossom- Ronald Hutson	812.935.7174	beanblossomtrustee19@gmail.com
Benton - Michelle Bright	812.339.6593	michelleabright@gmail.com
Bloomington – *Efrat Rosser	812.336.4976	bloomingtontownship@in.gov
Clear Creek - Thelma Jefferies	812.824.7225	thelma@bluemarble.net
Indian Creek - Chris Reynolds	812.824.4981	indiancreektownship@gmail.com
Perry - Dan Combs	812.336.3713	trustee@perrytownship.info
Polk –*Scott Smith	812.837.9446	polktownshiptrustee@gmail.com
Richland - Marty Stephens	812.876.2509	rttfrontdesk@bluemarble.net
Salt Creek - *Joan Hall	812.837.9140	jcareyhall@gmail.com
Van Buren - Rita Barrow	812.825.4490	rbarrow@vanburentownship.org
Washington – *Mary VanDeventer	812.325.1708	mvandeventertrustee@gmail.com

11. RECESS

11:26 am

Githens recessed the meeting until Friday, July 7, 2023 at 10 am.

FRIDAY, JULY 7, 2023

1. CALL TO ORDER

10:03 am

Members

Penny Githens, President, Present, In Person
Julie Thomas, Vice President, Present, In Person
Lee Jones, Not present

Staff

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

2. APPOINTMENTS

10:03 am

Thomas made a motion to appoint the following. Githens seconded.

Bloomington/Monroe County Human Rights Commission

Stephen Coover, for a term ending 02.01.2024

Board of Health

Shelly Herman MD, remainder of a 4-year term ending 12.31.26
Stephen Pritchard DDS, remainder of a 4-year term ending 12.31.24
Dawne "Aurora" DiOrio, MPH, remainder of a 4-year term ending 12.31.23
Kay leach, RN, remainder of a 4-year term ending 12.31.26
Sarah Ryterband MD, remainder of a 4-year term ending 12.31.25

3. ADJOURNMENT

10:06 am

The summary minutes of the July 5, 2023, Board of Commissioners' meeting were approved on July 19, 2023.

MONROE COUNTY COMMISSIONERS

"Aye"

"Nay"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Member

Lee Jones, Member

ATTEST:

Catherine Smith, Auditor
Monroe County, Indiana

Date



**MONROE COUNTY BOARD OF COMMISSIONERS'
WORK SESSION AGENDA**

July 5, 2023

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

No Meeting This Date



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/19/23

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: B-TECH Fire and Security agreement for Justice Building door access changes.

Vendor # 025120

Executive Summary:

There are two doors at the Justice building that need to have the current swipe lock systems replaced. One being a non functioning swipe system on the server room, and another leading from the alley into the Sheriff's Office, that is non-standard to our primary lock system and software. This request is to approve the quotes supplied from B-Tech Fire and Security to replace both lock systems.

Fund Name(s):

County General

Fund Number(s):

1000

Amount(s)

\$6,647.57

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

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

Attorney who reviewed:



Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

Monroe County Justice Buil -
IT Room

23119050123

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-Tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information		
Monroe County Justice Building 301 N College Ave		
Bloomington IN 47404-3843		
Phone:	(812) 803-6331	Fax:
Alt Contact:		Alt Phone:
E-Mail:	gcrohn@co.monroe.in.us	

Job Name
Monroe County Justice Buil - IT Room

Billing Information	
Monroe County Government 100 W Kirkwood Ave Room 209 Bloomington IN 47404-5143	
Sales Rep	Terms
	Net 25

Proposal #
23119050123

Scope of Work:

Install access control on: IT server room

Install card reader

Install door strike

Customer to provide all wiring for access doors to be ran from controller to door.

Fobs not included cost \$6.75 each

Monthly WebService Reader fees:

- \$14 per month for readers 1-2

- \$11 per month for readers 3-12

- \$4 per month for readers 13+

B-Tech will need (1) open port on the customer network switch for each controller

Customer to install a 120v outlet in closet next to door.

All 120v Power & network ports, port forwarding will be provided by the customer

B-Tech is not responsible for the repair of any drywall.

B-Tech is a Brivo Blue Partner with Certified Technicians

Access Anywhere

Whether you have one door or thousands of doors across the globe, our "Access Anywhere" approach lets you grant access, print badges, open doors, set schedules and see who's in your building through a single web-based administrative interface. And rest assured this simple user interface is built on the industry's most secure access control infrastructure.

Simple to Use ease of administration is essential to managing your security system effectively. That's why all Brivo products are delivered through a web-based administrative interface - easily accessed using a web browser, with no additional software required. Plus, our clean user interface is so easy to use, even new administrators can immediately navigate and find tools - without a training manual

ACS WebService® leverages the power and versatility of the Web to bring you a powerful, scalable, and secure access control solution.

ACS WebService® is a Web-hosted access control solution that provides reliable, real-time access control of your facilities. A Software-as-a-Service (SaaS) solution, it eliminates the need for dedicated servers, software installation, system administration, and IT hassles. The system is easily administered via a standard Web browser.

System Summary

Unmatched scalability and versatility allow ACS WebService to provide robust access control to both new building installations and upgrades from older technologies. System highlights include: Unlimited number of sites, doors, and users

Item
Brivo On-Air IP Door Controller with Wifi and BLE for up to 2 readers

1

Single Gang Reader	1
Fire rated all in one electric strike	1
Labor	10

Summary of Costs



Job Subtotal:	\$2,828.93
Tax	\$0.00
Total Due:	\$2,828.93

Payment Terms

Net 25

Acceptance

Customer Acceptance

5/1/2023

Date

B-Tech Representative

5/1/2023

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.





Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

MCSD Access Control
Upgrade

15861111022

812-332-1995 • www.btechllc.com

TERMS AND CONDITIONS

I. DEFINITIONS: "Agreement" means these terms and conditions together with the work order or proposal attached or on the reverse side of this document. "Customer" means the individual or entity that purchases B-Tech's, equipment, products, systems, or services. "B-Tech" means B-Tech, LLC, an Indiana limited liability company and its agents, employees, officers, members and authorized representatives

II. INSURANCE: Customer acknowledges that B-Tech is not an insurer. It is Customer's obligation to purchase insurance to protect itself from loss, damage, death, or injury related to or arising out of any occurrences or consequences, which B-Tech's equipment, products, systems, or services are designed to detect or avert. Customer expressly acknowledges that no fire suppression system can guarantee prevention of any loss, damage, death, or injury.

III. LIMITATION OF LIABILITY: The amounts payable to B-Tech are based upon the value of the equipment, products, systems, or services provided. The scope of B-Tech's liability is unrelated to the value of Customer's property or property of others located on Customer's premises. B-Tech has made no guarantee, representation, or warranty, including any implied warranty of merchantability or fitness for a particular purpose, that B-Tech's equipment, products, systems, or services will avert or prevent any specific occurrence or consequence including any occurrence or consequence that the equipment, products, systems, or services are designed to detect or avert. B-Tech is exempt from liability for any loss, damage, death, or injury related to or arising out of any occurrences or consequences which its equipment, products, systems, or services are designed to detect or avert. That if B-Tech should be found liable for loss, damage or injury due to a failure of service or equipment in any respect, its liability shall be limited to a sum equal to 10% of the annual service charge or \$250, whichever is greater, as the agreed upon damages and not as a penalty, as the exclusive remedy, and that the provisions of this paragraph shall apply if loss damage or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this contract or from negligence, active or otherwise, of B-Tech, its agents or employees. If any person not a party to this Agreement makes any claim or files any lawsuit against B-Tech related to or arising out of the operation or failure in any respect of any of the equipment, products, systems, or services that B-Tech provides to Customer in relation to this Agreement, Customer shall, to the fullest extent permitted by law, indemnify and hold B-Tech harmless for any and all such claims, lawsuits, or other proceedings, including the payment of all damages, expenses, costs, and attorneys' fees. If Customer desires B-Tech to assume a greater liability under this Agreement, B-Tech may amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by Customer for the assumption by B-Tech of such greater liability provided. However, such rider and additional obligation shall in no way be interpreted to hold B-Tech as an insurer and unless such written rider is attached and signed by B-Tech, no additional liability will be assumed. The provisions of this paragraph shall apply if any loss, damage, death, or injury, irrespective of cause or origin, results directly or indirectly to person or property from performance or non-performance of obligations imposed by this Agreement or from negligence, active or otherwise, of B-Tech. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, that department, or other organization, may invoke the provisions hereof against any claims by Customer due to any failure of such department or organization

IV. CUSTOMER'S DUTIES: Customer shall not alter or modify any of B-Tech's equipment, products, systems, or services. Customer shall instruct all persons who may use B-Tech's equipment, products, systems, or services on their proper use and maintenance. Customer shall inspect B-Tech's equipment, products, systems, and services on a regular basis, between routine inspections, to look for things such as missing discharge nozzles, redirected pipes and nozzles, missing nozzle blow off caps or protectors, grease accumulation on detection devices, and any other items requiring general maintenance. If Customer finds problems during any such inspection, Customer shall notify B-Tech and schedule a service call, for which there will be a charge. Customer shall notify B-Tech in writing immediately if any cooking appliances are replaced, added, or deleted on Customer's property. Customer shall also notify B-Tech in writing immediately if any changes of any kind are made to any cooking ventilation system on Customer's property. Customer acknowledges that any of the above changes may affect the operation of B-Tech's equipment, products, systems, or services.

V. BINDING AGREEMENT: The terms expressed herein shall inure to the benefit of and apply to all parent, subsidiary, and affiliated companies of B-Tech, as well as to any company which B-Tech may contract with to provide any of B-Tech's equipment, products, systems, or services. Customer may not assign its rights without B-Tech's express written consent.

VI. ENTIRE AGREEMENT: Except as otherwise mutually agreed in writing by B-Tech and Customer, this Agreement constitutes the entire agreement and understanding between Customer and B-Tech with respect to the subject matter hereof, and supersedes all other agreements, understandings, representations, warranties, promises, conditions, or statements, whether express or implied, written or oral.

VII. GOVERNING LAW AND VENUE: This Agreement shall be governed by Indiana law without regard to its choice of law rules. Venue for any dispute related to or arising out of this Agreement shall be in a state court located in Monroe County, Indiana or the federal district court having jurisdiction over Monroe County, Indiana.

VIII. SEVERABILITY: The covenants and acknowledgements contained in this Agreement shall be construed as separate and independent and this Agreement shall not be construed against either party. If any term or provision of this Agreement shall to any extent be held to be invalid, illegal, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be valid, legal, and enforceable to the fullest extent permitted by law.

XI. WAIVER: No party shall be deemed to have waived compliance by the other party of any provision of this Agreement, unless the waiver is contained in a written instrument signed by the waiving party. The failure of a party to enforce at any time any of the provisions of this Agreement or to exercise any right contained in the Agreement shall not be construed to be a waiver of such provisions, nor shall any party's failure to enforce a similar right against another party constitute a waiver against any party to this agreement.

IN THE EVENT THE CUSTOMER DEFAULTS IN THE OBSERVATION OF ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, AND B-Tech LLC EMPLOYS ATTORNEYS TO ENFORCE ALL OR ANY PART OF THIS AGREEMENT, CUSTOMER SHALL REIMBURSE B-Tech LLC FOR THE ATTORNEY FEES, COURT COST AND INTEREST AT 18% PER ANNUM INCURRED THEREBY, WHETHER OR NOT SUIT IS FILED.



B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information

Monroe County Sheriffs Department
301 N College Ave

Bloomington IN 47404-3843

Phone: (812) 803-6331 Fax:
Alt Contact: Alt Phone:
E-Mail: gcrohn@co.monroe.in.us

Billing Information

Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

Sales Rep	Terms
	Net 25

Job Name

MCSD Access Control Upgrade

Proposal

15861111022

Scope of Work:

Upgrade access control for the (2) read in / read out doors
Reuse existing card readers, door locks and power supplies
Monthly WebService Reader fees will apply

B-Tech will need (2) open port on the customer network switch for each controller
All 120v Power & network ports, port forwarding will be provided by the customer
Door Lock hardware to be provided & installed by the door hardware company / others
B-Tech is a Brivo Blue Partner with Certified Technicians
Access Anywhere

Whether you have one door or thousands of doors across the globe, our "Access Anywhere" approach lets you grant access, print badges, open doors, set schedules and see who's in your building through a single web-based administrative interface. And rest assured this simple user interface is built on the industry's most secure access control infrastructure.

Simple to Use ease of administration is essential to managing your security system effectively. That's why all Brivo products are delivered through a web-based administrative interface - easily accessed using a web browser, with no additional software required. Plus, our clean user interface is so easy to use, even new administrators can immediately navigate and find tools - without a training manual

ACS WebService® leverages the power and versatility of the Web to bring you a powerful, scalable, and secure access control solution.

ACS WebService® is a Web-hosted access control solution that provides reliable, real-time access control of your facilities. A Software-as-a-Service (SaaS) solution, it eliminates the need for dedicated servers, software installation, system administration, and IT hassles. The system is easily administered via a standard Web browser.

System Summary

Unmatched scalability and versatility allow ACS WebService to provide robust access control to both new building installations and upgrades from older technologies. System highlights include: Unlimited number of sites, doors, and users

Item

Brivo On-Air IP Door Controller with Wifi and BLE for up to 2 readers

2

Labor

1

Summary of Costs



Job Subtotal:	\$3,818.64
Tax	\$0.00
Total Due:	\$3,818.64

Payment Terms

Net 25

Acceptance

Customer Acceptance

11/10/2022

Date

B-Tech Representative

11/10/2022

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.





Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/19/23

Formal ☒

Work session ☐

Department Technical Services

Title to appear on Agenda: B-TECH Fire and Security agreement for replacement of camera at Johnson Building

Vendor # 025120

Executive Summary:

One of the security cameras located on the exterior of the Johnson Hardware Building has failed and requires replacement. Unit is past the covered warranty period. This request is to approve the quote provided by B-tech Fire and Security to supply and replace one (1) 180 degree Pan/Tilt/Zoom Exterior camera.

Fund Name(s):

County General

Fund Number(s):

1000

Amount(s)

\$2,255.00

Presenter: Greg Crohn

Speaker(s) for Zoom purposes:

Name(s)

Greg Crohn

Phone Number(s)

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

Attorney who reviewed:



Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

Johnson Building 180 Cam

23396070523

812-332-1995 • www.btechllc.com

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B-Tech Fire & Security

900 W Allen St

Bloomington IN 47403

(812) 332-1995

(812) 822-3620

support@btechllc.com

Proposal

Service Information

Monroe County Government
501 N Morton St

Bloomington IN 47404-3746

Phone: (812) 803-6331

Fax:

Alt Contact:

Alt Phone:

E-Mail: gcrohn@co.monroe.in.us

Job Name

Johnson Building 180 Cam

Billing Information

Monroe County Government
100 W Kirkwood Ave
Room 209
Bloomington IN 47404-5143

Sales Rep	Terms
	Net 25

Proposal

23396070523

Scope of Work:

Replace bad 180 Camera with Axis 180 camera

Item

AXIS 8MP Panoramic Camera with 180° coverage, 3.2mm Fixed Lens, White	1
AXIS Weathershield Kit A for P38 Series, White	1
Labor	1

Summary of Costs



Job Subtotal:	\$2,255.00
Tax	\$0.00
Total Due:	\$2,255.00

Payment Terms

Net 25

Acceptance

Customer Acceptance

7/5/2023

Date

B-Tech Representative

7/5/2023

Date

This Agreement shall become effective upon the execution by the Customer and acceptance and execution of this Agreement by a duly authorized representative of B-Tech, LLC. I understand and agree to the terms & conditions of this Agreement.





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 gate controller for the County Parking Garage is malfunctioning resulting in the entry gate staying in the full upright position after a vehicle has passed the detection loop. This has prompted "piggy backing" of vehicles through the gate and unauthorized access by the public. Diagnostics performed by Evens Time conclude replacement of the control board is necessary.

This request is to approve the quote from Evens Time Inc. for one time service and parts, to restore service to the garage entry gate.

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:

Evens Time Inc
2475 Directors Row
Suite C
Indianapolis, IN 46241



Quote

Date	Quote #
7/5/2023	3619

Name / Address
Monroe County 501 N Morton St Ste 200 Bloomington, IN 47404-3732 USA

Ship To
Monroe County Employee Parking Garage 312 N. Morton St. Bloomington, IN 47404

Rep	Terms	Lead Time
House	Net 30	2 Weeks

Part Number	Description	U/M	Qty	Total Cost
U13895	AGP1700 Gate Control	ea	1	848.35
	Billable Labor per service calls		1	140.00
	Service Trip Charge		1	180.00
	FUEL SURCHARGE - Due to current fuel prices, Evens Time has added an additional fuel surcharge.			27.00
	WO 20931:			
	The issue is in the entry lane. I checked the continuity of the loops and both tested at .6, I then checked the loop detector to see if the safety loop wasn't activating but didn't see any issues there. I watched some traffic through and every few cars the safety loop would activate then the car would drive through clearing the loop but the gate would stay raised for 5-10 seconds before it would time out and the gate would close. After seeing this happen a few times and seeing the loops and loop detector work correctly I called to confirm with Pat that the issue appears to be the gate controller. I called David and informed him of my findings and he asked for a quote to be sent before any parts are replaced in the gate.			

Lead Times can have unexpected delays due to our current Economic Situation. Material shortages and Capacity constraints are the leading cause of unexpected longer than normal Lead Times.

Total \$1,195.35

Signed Approval:



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

One of the areas in the jail that was previously used as storage is being converted to office space by Jail Command. This area does not have any hardwired network access. Due to construction of the building, interference rules out the use of wireless networking.

This request is to approve the quote provided by Matrix Integration, for one time service, to install EMT conduit, 2 pairs of Cat 6 Ethernet lines, and the required data jacks and face plates.

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:

TO Greg Crohn Monroe County Government 100 West Kirkwood Avenue Bloomington, IN 47404	Price: \$ 3,371.40 <u>Payment Terms:</u> Materials invoiced as received by Client and/or by Matrix. Labor invoiced upon completion.	DATE: 07/13/2023 O: (812) 349-2139 Direct: (812) 481-5-038 Presented by: Rob Wildman
Cabling for Jail (Donna/Detective)	Purchase Order #: _____ Authorized Signature: _____ Title: _____ Date: _____	
PROPOSAL: 79638		
Comments:	Any changes to this quotation must be supported in writing by having an authorized representative of your firm sign our Change Order detailing the deviations. Please sign and return a copy, via email or in person acknowledging your acceptance of this proposed installation.	

Project Background and Description:

Matrix Integration, LLC will install 2 Cat6 cable sets in the Jail for Monroe County Government to for network connectivity at two locations (Donna / Detective). The project will include, material procurement, installation, testing, and certification of all cables.

Scope of Work:

Matrix Responsibilities:

- Install necessary ¾" conduit
- Install (x2) sets of CAT6 Plenum cable
 - Each 'set' includes two (2) CAT6 cable drops
- Terminate on cable ends.
- Test cable and ensure functionality.

Client Responsibilities:

- Access to server room and areas for cable run installation
- Allow for the termination of the new cables within the existing patch panel

Deliverables:

- 800 ft. x CAT6 Plenum Cable
- 4 x CAT6 Jacks
- 2 x Dual Face Plates
- ¾" Conduit

General Statements:

- Work to be performed during regular business hours. Labor Costs are based upon a normal 8x5 weekday implementation and do not include any overtime, weekend, or holiday labor.
- Matrix cannot be responsible for purchasing, installing, or configuring any new equipment not explicitly listed as being provided by Matrix.
- Any services not expressly detailed in the Statement of Work/Deliverables section shall be performed on Moves-Adds-Changes (MAC) basis and shall be billed at Matrix Integrations prevailing rates for services requested. On site Matrix Integrations field engineers are not authorized to accept MAC requests. All MAC requests must be performed in writing or via email to the Project Manager that is assigned to your project upon customer acceptance of terms.
- Matrix Integration cannot be responsible for delays or circumstances caused by Acts of God, Equipment or Software availability/compatibility, or third parties not under the complete fiscal control of Matrix Integration.

Matrix assumptions of Client responsibility:

- Client to provide timely access to internal experts for critical information.
- Client will adhere to Matrix Integration, LLC Terms & Conditions. See Attached Terms & Conditions.

Investment Summary: Please, see first page for authorized signature.

Product & Material	\$ 371.40
Professional Services	\$ 3,000.00
<u>Total Project Investment</u>	\$ 3,371.40

This proposal does not include all applicable taxes, credit card fees, or freight.

Matrix Integration reserves the right to adjust the professional services labor price if this proposal is not accepted within 30 days.

Matrix Integration reserves the right to cancel orders arising from errors, inaccuracies, or omissions.

Materials will be invoiced as received by the Client and/or Matrix Integration. Labor will be progress billed if the project extends beyond 30 days.

TERMS & CONDITIONS

GENERAL TERMS:

Matrix Integration LLC (in future reference will be referred to as “**Matrix**”.) This agreement provides the services of “Matrix” employees in support of the client’s data and voice systems. “Matrix” will make every reasonable effort to advise the client about required procedures and probable outcomes, in accordance with the most prudent and professional practices. However, this agreement *does not* provide or guarantee any specific outcomes of services provided.

CLIENT RESPONSIBILITY FOR DATA:

Many procedures performed in servicing and supporting data and voice equipment involve the magnetic or optical reading and writing of client data files. In the course of normal service, these files are always at some degree of risk. Ultimate responsibility for client data files rests with the client, and the client accepts any consequences for failure to adequately back up data. The client agrees that “Matrix” employees or agents are to be held blameless in the event of the loss of data.

LIMITATIONS OF LIABILITY:

In providing these services, “Matrix” shall not be liable for incidental or consequential damages of any kind. The warranty of good workmanship shall be the only warranty expressed or implied by this agreement. “MATRIX” shall not be liable for delays or failures in performance with respect to this agreement due to: causes beyond its control; Acts of God, epidemics, war, riots, strikes, delays in transportation or part shortages; or inability for causes beyond its control to obtain necessary labor, materials, or manufacturing facilities.

“Matrix” or “Matrix” service agent’s liability on any claim, whether based on contract, warrant, tort (including negligence) or otherwise, arising out of, or connected with this agreement, shall in no event exceed the amount of the service billings associated with it. In no event shall “Matrix” or “Matrix” service agents be liable for consequential, incidental, special, or exemplary damages including, but not limited to, loss of substitute facilities, equipment or service, downtime costs, customer data, or claims by customers of client for such damages.

EXCLUSIVITY OF THIS AGREEMENT:

This instrument, and any amendment hereto, is intended to be the sole and complete statement of the obligations of the parties as to the services herein described, and supersedes all previous undertakings, negotiations, and proposals with respect to these services. No waiver, alteration, or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of the parties. The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person.

NON-SOLICIT/NON-HIRE AGREEMENT:

The Customer/Client agrees not to hire or solicit employment (either directly as an employee or indirectly as a contractor, independent contractor or an employee of another vendor) of any “Matrix” personnel during the course of this agreement or renewal or extension of this agreement and for a period of one (1) year after the conclusion of this agreement. If customer breaches this provision, during the term of the agreement or during the one (1) year period following its expiration, customer agrees to pay Matrix Integration fifteen-thousand dollars (\$15,000) or 20% of the existing employee’s salary; whichever is higher, at the time of such breach. Customer agrees that the damages caused to Matrix Integration for a breach of this provision would be difficult to calculate and prove, and that the sum to be paid in the event of a breach is not a penalty but is a fair and reasonable approximation of the foreseeable damages that Matrix Integration will suffer as a result of the breach.

MERCHANDISE RETURNS / EXCHANGE POLICIES:

“Matrix” provides a 10 (calendar) day return policy based on delivery date. A 15% restocking fee will be applied on any returned item. Returned equipment must be in new, resalable condition and include original boxes, shrink-wrapped

documentation, and system software. Any return of merchandise must be accompanied by an RMA # provided by "Matrix". There are no returns or refunds of any kind on any commercial software, opened or unopened. If a software company guarantees satisfaction of their product, it will be the client's responsibility to seek a refund directly with that company if not satisfied. "Matrix" does not support money-back guarantees on software.

"Matrix" will exchange an item purchased from "Matrix" only if that item is found to have been defective, as determined by "Matrix", at time of purchase. This will not apply if the item was purchased by the customer with the following notation: AS IS, NO WARRANTY, or any notation that implies the same. The customer must provide the invoice as proof of purchase. Non-authorized installations made by non-certified personnel may void your manufacturer's warranty. In this case, any repairs would be classified as out-of-warranty resulting in the client being charged for normal service rates and replacement parts. "Matrix" makes no warranty as to the suitability of the client's work environment for the use of microcomputers or telephone equipment. Environmental problems will be treated and charged as normal service calls. "Matrix" assumes no responsibility as to the protection, suitability and/or integrity of the client's data. It is the client's responsibility to back up data regularly.

PRODUCT WARRANTY:

"Matrix" takes no responsibility for manufacturer's warranties. It is the client's responsibility to initiate warranty services with the manufacturer. "Matrix" may, at the client's request, act as referral agent for warranty related adjustments, repairs, or exchanges, as required by the manufacturer, during the period of the manufacturer's warranty. Any cost that "Matrix" incurs while acting as said agent, shall be the obligation of the client. "Matrix" may, at any time, elect not to act as said agent.

FINANCIAL RESPONSIBILITY:

"Matrix" will hold title and property to all materials and work performed until the client makes payment in full for goods and services. In regard to open accounts, lease and sales contracts, property and title shall vest in the customer, only when all monies owed by said customer have been verified by "Matrix" as having been paid to "Matrix" in full. If payment due is not received in full by the designated due date, signatory customer or customer designate agrees to pay a service charge of 1 3/4% per month, calculated daily on full amount owing, starting from the first day after said due date. "Matrix" shall have the right to begin legal action against customer for the payment of the entire amount(s) due. Signatory, customer, or customer designate agrees to pay any and all reasonable attorney fees incurred by "Matrix" to enforce the collection of said monies plus service charges. If suit is begun, signatory, customer designate agrees to pay all court costs and attorney's fees. Returned checks will result in a \$25.00 service fee.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard

Formal ☒

Work session ☐

Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Most of Monroe County Governments currently owned copiers are beyond 10 yrs old, are going beyond supported service life within the next 6 months, and will not be supported by the manufacturer.

This request is to approve the agreement with Toshiba Business Solutions to replace thirty-two beyond service life Ricoh model copiers, with a total of thirty-two Toshiba E-Studio 330AC, 4525AC, and 5525AC series copiers. Terms of lease are for Sixty (60) months at \$4,534.00 p/month. Copy and print monthly charges are at \$.0038 per B/W print, \$.035 per color print. All copiers listed in the agreement fall under a \$1.00 buyout and will be owned by Monroe County Govt. at lease maturity. All pricing and terms meet State QPA contract parameters.

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:

Tax-Exempt Lease/Purchase Agreement

APPLICATION NO.
2990082

ACCEPTED BY LESSOR:

FULL LEGAL NAME TOSHIBA FINANCIAL SERVICES		
STREET ADDRESS 1310 Madrid Street, Suite 101		
CITY Marshall	STATE MN	ZIP 56258
SIGNATURE	DATE	
PRINT NAME		
TITLE DOC ANALYST	TELEPHONE NUMBER 800-328-5371	

AGREED TO BY LESSEE:

FULL LEGAL NAME COUNTY OF MONROE		
STREET ADDRESS 501 N MORTON ST		
CITY BLOOMINGTON	STATE IN	ZIP 47404
SIGNATURE X	DATE	
PRINT NAME PENNY GITHENS		
TITLE PRESIDENT, MONROE COUNTY BOC	TELEPHONE NUMBER 812-234-9252	

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease/Purchase Agreement together with the Property Schedule shall be defined as the "Agreement."

LEASE TERM: The Lease Term of the Property listed in the Property Schedule (the "Lease Term") shall commence upon the commencement date of the Property Schedule (the "Commencement Date"). The Lease Term shall consist of an original term (the "Original Term"), commencing on such Commencement Date and continuing through the end of Lessee's then-current fiscal year, and a series of successive renewal terms (each, a "Renewal Term"), each contemporaneous with Lessee's budget year, with the final Renewal Term ending as provided in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 08/21/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, SET FORTH BELOW, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes, fees and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, which ever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default or Nonappropriation Event, as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under the Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessor's interest in such Property shall terminate. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto, and if Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full

force and effect; (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder; (c) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (d) the Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement; (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement; (f) Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement, and Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of and ownership interest in this Agreement; (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

RISK OF LOSS COVENANTS: Lessee shall not be required to indemnify or hold Lessor harmless against liabilities arising from the Agreement. However, as between Lessor and Lessee, and to the extent permitted by law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Property, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that Lessee shall not bear the risk of loss of nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after Lessee has surrendered possession of the Property in accordance with the terms of the Agreement to Lessor or that arise directly from the gross negligence or willful misconduct of the Lessor.

NON-APPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement (such failure to appropriate, a "Nonappropriation Event"), this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such a Nonappropriation Event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. A Nonappropriation Event shall not constitute an Event of Default hereunder.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder without the necessity of providing notice to or obtaining the consent of Lessee; provided that Lessee shall have no obligation to make payments to any assignee unless and until Lessee has received notice of the name, address and tax identification number of the assignee. The initial Lessor or its assignee(s) shall maintain a register of all assignees of this Agreement. To the extent permitted by applicable law, such assignees may include trust agents for the benefit of holders of certificates of participation. Lessee agrees that if Lessor sells, assigns or transfers this Agreement, Lessor's assignee will have the same rights and benefits that Lessor has now and will not have to perform any of Lessor's obligations. Lessee agrees that Lessor's assignee will not be subject to any claims, defenses, or offsets that Lessee may have against Lessor.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) require Lessee, at Lessee's expense, to return any or all items of Property wherever found to Lessor at such place within the United States as Lessor may designate, and for this purpose Lessor may enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorney's fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee, except with respect to Lessor's costs and expenses associated with disposition of the Property; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

COSTS AND ATTORNEY FEES: Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS: This Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to the Tax-Exempt Lease/Purchase Agreement between Lessor and Lessee.

- 1. Entire Agreement Interpretation:** The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein. The Agreement, this Property Schedule and the associated documents hereto constitute the entire agreement between Lessor and Lessee with respect to the Property and supersede any purchase order, invoice, request for proposal, response or other related document.
- 2. Commencement Date:** The Commencement Date of this Property Schedule is the date that Lessor pays Vendor for the Property. The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 08/21/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.
- 3. Property Description:** The Property subject to this Property Schedule is described in Exhibit A, attached hereto. It includes all replacements, parts, repairs, additions, accessories and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.
- 4. Term and Payments:** Lease Term and Lease Payments are per the attached Exhibit B Amortization and Lease Payment Schedule. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto as Exhibit F and in lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Termination Amount shown in the attached Amortization and Lease Payment Schedule, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment. The interest rate and Amortization and Lease Payment Schedule are subject to adjustment as provided in paragraph 2, above.
- 5. Certificate of Acceptance:** Attached as Exhibit C, hereto.
- 6. Expiration:** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by 08/21/2023.
- 7. Property Cost:** The total principal amount under this Property Schedule for the acquisition cost of the Property is \$225,235.97.
- 8. Lessee's General and Incumbency Certificate:** Lessee has provided the Lessee's General and Incumbency Certificate in the form attached as Exhibit D, hereto.
- 9. Lessee's Counsel's Opinion:** If required by Lessor, Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit E, hereto.
- 10. Private Activity Issue:** Lessee understands that among other things, in order to maintain the exclusion of the interest component of Lease Payments from gross income for federal income tax purposes, it must limit and restrict the rights private businesses (including, for this purpose, the federal government and its agencies and organizations described in the Code § 501(c)(3)) have to use the Property. Each of these requirements will be applied beginning on the later of the Commencement Date or date each portion of the Property is placed in service and will continue to apply until earlier of the end of the economic useful life of the Property or the date the Agreement or any tax-exempt obligation issued to refund the Property Schedule is retired (the "Measurement Period").
Lessee will comply with the requirements of Section 141 of the Code and the regulations thereunder which provide restrictions on special legal rights that users other than Lessee or a state or local government or an agency or instrumentality of a state or a local government (an "Eligible User") may have to use the Property. For this purpose, special legal rights may arise from a management or service agreement, lease, research agreement or other arrangement providing any entity except an Eligible User the right to use the Property. Any use of the Property by a user other than an Eligible User is referred to herein as "Non-Qualified Use".
Throughout the Measurement Period, all of the Property is expected to be owned by Lessee. Throughout the Measurement Period, Lessee will not permit the Non-Qualified Use of the Property to exceed 10%.
- 11. Bank Qualification:** Lessee designates this Agreement and Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year this Agreement and Property Schedule was funded, in an amount not exceeding \$10,000,000.

Lessee initial here, if Bank Qualification is applicable.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

TOSHIBA FINANCIAL SERVICES

Lessor

Signature

Date

DOC ANALYST

Print Name

Title

COUNTY OF MONROE

Lessee

X

Signature

Date

PENNY GITHENS

PRESIDENT,
MONROE COUNTY
BOC

Print Name

Title

X

Attest By Signature

Print Name

Title

Exhibit A

APPLICATION NO.

2990082

Property Description

PROPERTY DESCRIPTION			
QUANTITY	DESCRIPTION	SERIAL NUMBER	PROPERTY LOCATION
1	TOSHIBA ES330AC		COURT SERVICES (CT205) 301 N COLLEGE AVE, BLOOMINGTON, IN 47404
1	TOSHIBA ES330AC		ANIMAL CONTROL 501 N MORTON ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES330AC		PROBATION MAIN OFFICE 214 W 7TH ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES330AC		JAIL (NURSES STATION) 301 N COLLEGE AVE, BLOOMINGTON, IN 47404
1	TOSHIBA ES4525AC		PROSECUTOR 301 N COLLEGE AVE, BLOOMINGTON, IN 47404
1	TOSHIBA ES4525AC		STORMWATER 501 N MORTON ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES4525AC		4D COURT 214 W 7TH ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES4525AC		COURT SERVICES 301 N COLLEGE AVE, BLOOMINGTON, IN 47404
1	TOSHIBA ES4525AC		LEGAL 100 W KIRKWOOD AVE, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		PUBLIC DEFENDER 304 N MORTON ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		TECHNICAL SERVICES 501 N MORTON ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		PLANNING 501 N MORTON ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		COMMISSIONERS 100 W KIRKWOOD AVE, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		HEALTH 119 W 7TH ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		COMMUNITY CORRECTIONS (ADULT PROBATION) 405 W 7TH ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		COMMUNITY CORRECTIONS (JUVENILE PROBATION) 405 W 7TH ST, BLOOMINGTON, IN 47404
1	TOSHIBA ES5525AC		PROBATION MAIN OFFICE 214 W 7TH ST, BLOOMINGTON, IN 47404

Exhibit B

APPLICATION NO.

2990082

Amortization and Lease Payment Schedule**Term:** 60 months**Payment Structure:** MONTHLY**Interest Rate:** 7.69%

If the Lease Payment Dates are not defined in this Amortization and Lease Payment Schedule, the first Lease Payment shall be due 30 days after the Commencement Date and each subsequent Lease Payment shall be due monthly thereafter.

Payment No.	Lease Payment	Interest Portion	Principal Portion	Outstanding Balance	Termination Amount (After Making Said Payment)
Beginning Balance				225,235.97	
1	4,534.00	1,444.03	3,089.97	222,146.00	228,810.38
2	4,534.00	1,424.22	3,109.78	219,036.22	225,607.31
3	4,534.00	1,404.29	3,129.71	215,906.51	222,383.71
4	4,534.00	1,384.22	3,149.78	212,756.73	219,139.43
5	4,534.00	1,364.03	3,169.97	209,586.76	215,874.36
6	4,534.00	1,343.70	3,190.30	206,396.46	212,588.35
7	4,534.00	1,323.25	3,210.75	203,185.71	209,281.28
8	4,534.00	1,302.66	3,231.34	199,954.37	205,953.00
9	4,534.00	1,281.95	3,252.05	196,702.32	202,603.39
10	4,534.00	1,261.10	3,272.90	193,429.42	199,232.30
11	4,534.00	1,240.12	3,293.88	190,135.54	195,839.61
12	4,534.00	1,219.00	3,315.00	186,820.54	192,425.16
13	4,534.00	1,197.74	3,336.26	183,484.28	188,988.81
14	4,534.00	1,176.36	3,357.64	180,126.64	185,530.44
15	4,534.00	1,154.83	3,379.17	176,747.47	182,049.89
16	4,534.00	1,133.16	3,400.84	173,346.63	178,547.03
17	4,534.00	1,111.36	3,422.64	169,923.99	175,021.71
18	4,534.00	1,089.42	3,444.58	166,479.41	171,473.79
19	4,534.00	1,067.33	3,466.67	163,012.74	167,903.12
20	4,534.00	1,045.11	3,488.89	159,523.85	164,309.57
21	4,534.00	1,022.74	3,511.26	156,012.59	160,692.97
22	4,534.00	1,000.23	3,533.77	152,478.82	157,053.18
23	4,534.00	977.57	3,556.43	148,922.39	153,390.06
24	4,534.00	954.77	3,579.23	145,343.16	149,703.45
25	4,534.00	931.82	3,602.18	141,740.98	145,993.21
26	4,534.00	908.73	3,625.27	138,115.71	142,259.18
27	4,534.00	885.49	3,648.51	134,467.20	138,501.22
28	4,534.00	862.10	3,671.90	130,795.30	134,719.16
29	4,534.00	838.56	3,695.44	127,099.86	130,912.86

30	4,534.00	814.86	3,719.14	123,380.72	127,082.14
31	4,534.00	791.02	3,742.98	119,637.74	123,226.87
32	4,534.00	767.02	3,766.98	115,870.76	119,346.88
33	4,534.00	742.87	3,791.13	112,079.63	115,442.02
34	4,534.00	718.57	3,815.43	108,264.20	111,512.13
35	4,534.00	694.10	3,839.90	104,424.30	107,557.03
36	4,534.00	669.49	3,864.51	100,559.79	103,576.58
37	4,534.00	644.71	3,889.29	96,670.50	99,570.62
38	4,534.00	619.77	3,914.23	92,756.27	95,538.96
39	4,534.00	594.68	3,939.32	88,816.95	91,481.46
40	4,534.00	569.42	3,964.58	84,852.37	87,397.94
41	4,534.00	544.01	3,989.99	80,862.38	83,288.25
42	4,534.00	518.43	4,015.57	76,846.81	79,152.21
43	4,534.00	492.68	4,041.32	72,805.49	74,989.65
44	4,534.00	466.77	4,067.23	68,738.26	70,800.41
45	4,534.00	440.69	4,093.31	64,644.95	66,584.30
46	4,534.00	414.45	4,119.55	60,525.40	62,341.16
47	4,534.00	388.04	4,145.96	56,379.44	58,070.82
48	4,534.00	361.46	4,172.54	52,206.90	53,773.11
49	4,534.00	334.71	4,199.29	48,007.61	49,447.84
50	4,534.00	307.79	4,226.21	43,781.40	45,094.84
51	4,534.00	280.69	4,253.31	39,528.09	40,713.93
52	4,534.00	253.42	4,280.58	35,247.51	36,304.94
53	4,534.00	225.98	4,308.02	30,939.49	31,867.67
54	4,534.00	198.36	4,335.64	26,603.85	27,401.97
55	4,534.00	170.56	4,363.44	22,240.41	22,907.62
56	4,534.00	142.59	4,391.41	17,849.00	18,384.47
57	4,534.00	114.43	4,419.57	13,429.43	13,832.31
58	4,534.00	86.10	4,447.90	8,981.53	9,250.98
59	4,534.00	57.58	4,476.42	4,505.11	4,640.26
60	4,534.00	28.89	4,505.11	0.00	0.00
272,040.00		46,804.03	225,235.97		

The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 08/21/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

This Amortization and Lease Payment Schedule is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

LESSEE ACCEPTANCE

COUNTY OF MONROE

X

PRESIDENT, MONROE
COUNTY BOC

NAME OF LESSEE

SIGNATURE

TITLE

DATED

Exhibit CAPPLICATION NO
2990082**Certificate of Acceptance**

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of _____ and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. **Property Acceptance.** Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

2. **Billing Address.** If billing address differs from the address listed on the Tax-Exempt Lease/Purchase Agreement please list below:

BILLING NAME			
STREET ADDRESS	CITY	STATE	ZIP

The interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 08/21/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date**COUNTY OF MONROE**

Lessor

X**Signature****PENNY GITHENS**PRESIDENT,
MONROE COUNTY
BOC

Print Name

Title

Exhibit DAPPLICATION NO
2990002**Lessee's General and Incumbency Certificate****GENERAL CERTIFICATE**

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____ between COUNTY OF MONROE, as Lessee ("Lessee") and TOSHIBA FINANCIAL SERVICES as Lessor.

The undersigned, being the duly elected, qualified and acting official of Lessee holding the title stated in the signature line below, does hereby certify as of the date of this Certificate and the date of the Agreement (as defined below), as follows:

1. If required by applicable law, Lessee did, at a meeting of the governing body of the Lessee, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Tax-Exempt Lease/Purchase Agreement (the "Agreement") by the undersigned.
2. If the aforementioned meeting(s) was required by applicable law, the meeting(s) of the governing body of the Lessee at which the Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings required by applicable law of the governing body of Lessee relating to the authorization and delivery of Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.
3. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Agreement) exists at the date hereof with respect to this Property Schedule under the Agreement.
4. The acquisition of all of the Property under the Agreement and the Property Schedule has been duly authorized by the governing body of Lessee.
5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Agreement and the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.
6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or the Property Schedule or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement or the Property Schedule, or the validity of the Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Agreement and the Property Schedule.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

COUNTY OF MONROE

PRESIDENT, MONROE COUNTY BOC

Lessee

Signature of Person to Sign Agreement

Print Title of Person to Sign Agreement

PENNY GITHENS

Print Name of Person to Sign Agreement

Print Date that Above Person Signed this Certificate

INCUMBENCY CERTIFICATE

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of _____ between COUNTY OF MONROE, as Lessee ("Lessee") and TOSHIBA FINANCIAL SERVICES as Lessor ("Agreement").

The undersigned, being the duly elected, qualified and acting Secretary, Clerk, or other duly authorized official or signatory of the Lessee does hereby certify, as of the date of this Certificate and the date of the Agreement (as defined in the General Certificate above), as follows:

As of the date of the meeting(s) of the governing body of the Lessee at which the above-referenced Agreement and the Property Schedule were approved and authorized to be executed, and as of the date hereof, the below-named representative of the Lessee held and holds the office set forth below, and the signature set forth below is his/her true and correct signature.

NAME OF PERSON SIGNING AGREEMENT	TITLE OF PERSON SIGNING AGREEMENT	SIGNATURE OF PERSON SIGNING AGREEMENT
PENNY GITHENS	PRESIDENT, MONROE COUNTY BOC	

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the date stated below.

Signature of Secretary, Clerk, or other duly authorized official or signatory of Lessee (Cannot be same as Person signing Agreement)

Print Title of Person who signed this Certificate

Print Name of Person Signing this Certificate

Print Date that Above Person Signed this Certificate

APPLICATION NO.
2990082

Insurance Authorization and Verification

Re: Tax-Exempt Lease/Purchase Agreement dated as of _____, between Lessee and Lessor.

Lessor: TOSHIBA FINANCIAL SERVICES
1310 Madrid Street, Ste. 101
Marshall, MN 56258

Lessee: COUNTY OF MONROE
501 N MORTON ST
BLOOMINGTON, IN 47404

TO THE LESSEE: In connection with the above-referenced Tax-Exempt Lease/Purchase Agreement and the Property Schedule thereunder each dated _____ (the "Agreement"), Lessor requires proof in the form of this document, executed by both Lessee and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

LESSOR, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry **GENERAL LIABILITY** (and/or, for vehicles, **Automobile Liability**) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry **PROPERTY** insurance (or, for vehicles, **Physical Damage Insurance**) in an amount no less than the 'Insurable Value' \$225,235.97, with deductibles no more than \$10,000.00.

Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. Should you have any questions, please contact TOSHIBA FINANCIAL SERVICES at 800-328-5371.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

NAME OF AGENCY		NAME OF AGENT	
STREET ADDRESS		CITY	STATE
PHONE	FAX	E-MAIL	

LESSEE ACCEPTANCE

COUNTY OF MONROE

X

PRESIDENT, MONROE
COUNTY BOG

NAME OF LESSEE

SIGNATURE

TITLE

DATED

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at 866-405-8329. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

AGENT ACCEPTANCE

X

NAME OF AGENCY

SIGNATURE

PRINT NAME

DATED

Insurable Value: \$225,235.97

ATTACHED: PROPERTY DESCRIPTION FOR THE AGREEMENT.

TERMS AND CONDITIONS (CONTINUED)

1. ACCEPTANCE. This Contract shall not be effective unless signed by the authorized TBS representative (Effective Date) within 30 days from the Customer's signing of this Contract.

2. Term. This Contract will remain in force for 60 months from the Effective Date (Renewal Date) and will then be automatically renewed for annual period(s) unless either party provides notice of termination not less than thirty (30) days prior to the Renewal Date. For each piece of equipment under this Contract there will be a Start Date & Start Meter. Service for each piece of equipment will be provided from the Start Date & Start Meter until this Contract is terminated or the equipment is withdrawn from the service. Customer may withdraw individual equipment by providing thirty (30) day written notice prior to the Renewal Date. Customer is responsible for all remaining Minimum Payments if Customer is in default or if equipment is withdrawn prior to Renewal Date.

3. SERVICE AVAILABILITY. TBS will provide service during TBS's normal service hours while the equipment is located within TBS's designated service area. Service outside TBS's designated area, if available and accepted by TBS is subject to a Trip Charge, which shall be based on reasonable travel expense for TBS's personnel. It is the responsibility of the Customer to notify TBS prior to relocating equipment.

The service to keep the equipment in or restore the equipment to good working order includes Emergency Service Calls and Periodic Maintenance (PM's). PM's may be performed during the course of an Emergency Service Call and are based upon the specific needs of the individual equipment as determined by TBS. Maintenance will include lubrication, adjustments and replacement of maintenance parts deemed necessary by TBS. Maintenance parts will normally be either new or equivalent to new in performance when installed in the equipment. Maintenance parts will be furnished on an exchange basis and the replaced parts become the property of TBS. Service provided under this Contract does not assure the uninterrupted operation of the equipment.

If the Customer requests service to be performed at a time outside TBS's normal service hours, there will be no additional charge for maintenance parts, however, the service, if available, will be furnished at TBS's applicable hourly rates and terms then in effect. Nothing herein shall be construed to require TBS to provide service outside its normal service hours and TBS hereby reserves the right to accept or reject such requests.

In the event there is a substantial increase in the cost of fuel, Customer agrees to pay a fuel surcharge. "Substantial" shall be defined as a 10% or more change over a six month period in the average national fuel cost as reported by the United States Energy Information Administration. The benchmark will be the national average fuel cost as reported by the United States Energy Information Administration on the Effective Date of this Agreement.

4. NETWORK INTEGRATION SUPPORT. Support of print controllers and print/scan enablers that permit the integration of the device onto a Customer's network is covered under the terms of a properly executed Connectivity & Security Options Agreement. The Connectivity & Security Options Agreement is an amendment to this contract and must be attached and/or on file for this optional service support.

5. INVOICING - LATE CHARGES. The first Minimum Payment is due upon receipt of an invoice. Thereafter, Minimum Payments will be due on the same date each month during the Term of this Contract whether or not Customer receives an invoice. Customer's obligation to pay the Minimum Payment is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. Excess Click Charge, if applicable, will be invoiced based on the billing period selected on the face of this contract.

If any part of a payment is not made by the Customer when due, Customer agrees to pay TBS a Late Charge of the higher of \$25 or two percent (2%) of each such late payment, but not more than permitted by law. Customer agrees to pay TBS the Late Charge not later than one (1) month following the date of the original Minimum Payment.

6. USAGE. In return for the Minimum Payment, Customer is entitled to use the Minimum Number of Units each billing period. If Customer uses more than the Minimum Number of Units in any billing period, Customer will pay an additional amount equal to the number of metered Units exceeding the agreed Minimum Included Units times the Excess Charge as shown on the face of this Contract. Customer acknowledges that in no event shall the Customer be entitled to any refund or rebate of the Minimum Payment if metered units result in less than the Minimum Number of Units in any billing period.

Your Toshiba system will come with two-way communication enabled. TBS will provide updates, system back ups, and meter collection automatically. Please advise if you do not wish to have this feature enabled. TBS may estimate the number of units used if requested Meter Readings are not received before a new billing period begins. TBS will adjust the estimated charge for Excess Units upon receipt of actual Meter Readings. Notwithstanding any adjustment, the Customer will never pay less than the Minimum Payment. Customer will provide meter readings via an automated website. TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

Upon the first anniversary of the Effective Date and each subsequent anniversary date thereafter, TBS reserves the right to apply annual increases not to exceed fifteen (15%) percent of the products and services combined.

7. CONSUMABLE SUPPLIES. TBS agrees to furnish consumable supplies (ink, toner and toner collection containers) for the Term of the Contract, except as excluded in section 12 below. Customer is responsible for ordering supplies to assure ample time for delivery. TBS may charge you a supply freight fee to cover our cost of shipping supplies to you. TBS will determine the number of supplies to be shipped based on the Minimum Number of Units and Excess Units metered. If TBS determines that the Customer has used more than fifteen percent (15%) supplies than normal for the number of metered units, based on yields published by the manufacturer, Customer agrees to pay TBS's customary charges for all excess supplies. Current pricing per unit is based on TBS preferred vendor toner.

All supplies delivered as part of this Contract remain the property of TBS until and unless they are consumed by the equipment in the performance of this Contract. Any supplies not consumed as specified and not surrendered to TBS upon expiration or termination of this Contract will be invoiced to the Customer at TBS's then current prices. Customer agrees to provide insurance coverage for supplies in case of loss under any circumstances. Notwithstanding the foregoing, the risk of loss of the consumable supplies shall be transferred from TBS to Customer if such consumable supplies are stored at Customer's facility.

8. TAXES. In addition to the charges due under this Contract, the Customer agrees to pay amounts equal to any taxes resulting from this Contract, or any activities hereunder, exclusive of taxes based upon net income.

9. INSTALLATION AND ACCESS TO EQUIPMENT. Customer agrees to provide adequate space, environment and appropriate electrical requirements including, if required, a dedicated 120 volt or 220 volt electrical line, as published in the Operator and Service Manuals for the operation and maintenance of the equipment. If TBS has installed a power filter/surge protector on the equipment, it must at all times remain continuously installed. If it is removed Customer agrees to purchase a replacement from TBS immediately. TBS shall have full and free access to the equipment to provide service thereon.

If persons other than TBS representatives install conversions, feature additions, accessories or perform service on equipment and as a result further repair by TBS is required, such repairs shall be made at TBS's applicable Time and Material rates and terms then in effect. If such additional repair is required, TBS may immediately withdraw the equipment from this Contract.

10. KEY OPERATOR - END-USER TRAINING. Customer agrees to designate a Key Operator for training on the use, applications and features of the equipment. The Key Operator will be responsible for normal Key Operator activities as detailed in the Operators Manual and for training additional end-users. If the Key Operator assignment changes Customer agrees to designate a new Key Operator immediately. TBS agrees to provide training for the designated Key Operator and to provide initial training for end-users on the use, applications and features of the equipment. Additional training requested by Customer after thirty (30) days from Installation will be at TBS normal hourly rates.

11. MOVES/ADDS/CHANGES. In order to guarantee on-time toner arrival and quality service response time, TBS must be notified in advance of any changes in the fleet. Prior approval from TBS is required before adding new devices to the fleet for support. Client agrees to be responsible for all costs associated with relocation. If the Equipment is moved to a new location, TBS shall have the right to charge a new rate for the new location and Client agrees to pay the difference between the old rate and the new rate.

12. EXCLUSIONS. Service under this Contract does not include:

(a) Furnishing paper, staples, replacement print heads, batteries, ribbons, media, periodic maintenance on thermal printers or any of the following:

(b) Service of equipment if moved outside of TBS's designated service area; (c) Repair of damage or increase in service time caused by accident, misuse, negligence, abuse or disaster; (d) Service of accessories, attachments or click control devices other than those of the same manufacturer as the equipment; (e) Painting or refinishing of the equipment; (f) Making specification changes; (g) overhaul; when TBS determines an overhaul is necessary because normal repair and parts replacement cannot keep the equipment in satisfactory operating condition, TBS will submit a cost estimate to Customer and TBS will not commence work until Customer has approved cost; (h) Performing key operator functions as described in the operator manual; (i) Moving equipment, repair of damage or increase in service time caused by the use of the equipment for other than the ordinary use for which designed; (j) Repair of damage caused by electrical surges or lightning strikes, if equipment is connected to a TBS supplied power filter/surge protector repairs will be included; (k) Repair of damage or increase in service time caused by failure to continually provide a suitable installation environment as defined by the manufacturer, with all the facilities prescribed by TBS including, but not limited to, adequate space, electrical power, air conditioning or humidity control. (l) Repair of equipment that has been designated as obsolete by the manufacturer and genuine OEM parts are no longer available. (m) Repair of damage or increase of service time caused by Customer's use of media outside the specifications as described in the operator manual.

13. CUSTOMER OWNED EQUIPMENT. (a) TBS reserves the right to inspect the mechanical condition of all Customer Owned Equipment to be covered under this Agreement. Customer will be notified of Equipment found to require immediate repairs. Customer, at its option, may elect to have said Equipment repaired at the then current hourly service labor rate plus parts or elect to have the unit excluded from this Agreement. (b) To qualify for coverage under this Agreement each piece of Customer Owned Equipment must have an initial consumable supply level of at least 25% (twenty five percent) of its capacity. For any Equipment falling under that level, Customer will be responsible for replacing and/or purchasing the initial consumables required to restore the device to the 25% level. (c) Service of printers under this agreement will possibly include replacement parts that may have been used and/or reconditioned. Parts that have been replaced will remain the property of TBS. If Customer Owned Equipment becomes obsolete, or unserviceable, client is responsible for replacing the device, and TBS will remove obsolete device from current agreement.

14. INDEMNITY AND DISCLAIMER. TBS shall not be responsible for any injuries, damages, penalties, claims or losses including legal expenses incurred by Customer or any other person caused by the installation, selection, ownership, possession, maintenance, condition or use of the Equipment. Customer agrees to reimburse TBS for and to defend TBS against any claims for such losses, damages, penalties, claims, injuries or expenses. This indemnity shall continue even after this Contract has expired.

IN NO EVENT WILL TBS BE LIABLE FOR LOST PROFITS, CONSEQUENTIAL, EXPECTANCY OR INDIRECT DAMAGES EVEN IF TBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS OTHERWISE SET FORTH HEREIN, TBS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, REPRESENTATION OR WARRANTY ARISING OUT OF USAGE AND TRADE, COURSE OR DEALING OR COURSE OR PERFORMANCE. EXCEPT AS PROVIDED HEREIN, THE PARTS AND SERVICES ARE PROVIDED "AS IS."

15. GENERAL. Subject to the terms of the following paragraph, TBS may modify the terms and conditions of this Contract effective on the Renewal Date by providing the Customer with prior written notice.

Any such modification will apply unless the Customer withdraws the equipment affected by such modification from this Contract. Otherwise this Contract can only be modified by a written agreement duly signed by persons authorized to sign contracts on behalf of the Customer and of TBS. Variance from the terms and conditions of this Contract in any Customer order or other written modification will be of no effect.

The Customer represents that the Customer is the owner of the equipment under this Contract, or, if not the owner, is the lessee or renter of the equipment. Customer will execute a maintenance agreement for the equipment with a Toshiba authorized dealer or Customer will waive certain rights under Toshiba's manufacturer's warranty.

This Contract is not assignable, its right, duties and obligations may not be assigned or transferred by the Customer without the prior written consent of TBS. Any attempt to assign or transfer any of the rights, duties or obligations of this Contract without such consent is void.

TBS's service provided outside the scope of this Contract will be furnished at TBS's applicable time and material rates and terms then in effect.

TBS is not responsible for failure to render service due to causes beyond its control.

You hereby consent to receive electronic marketing communication on Toshiba products and services.

This Contract will be governed by the laws of the state where the Customer executed this Contract. If either party fails to comply with the terms and conditions of this Contract, the non-breaching party shall notify the breaching party in writing using certified mail to the address on the face of this Contract. The breaching party shall have thirty (30) days to cure any breach of this Contract prior to the non-breaching party takes the legal action. No action, regardless of form, arising out of this Contract may be brought by either party more than one year after the cause of action has arisen, or, in the case of non-payment, more than two years from the date of the last payment.

TOSHIBA

BUSINESS SOLUTIONS

MAINTENANCE CONTRACT SCHEDULE

MAS-3.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Jim Williams

Customer Name: COUNTY OF MONROE

POOL DETAILS

DESCRIPTION: Mono Pool

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	PROSECUTOR		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	STORMWATER		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	4D COURT		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	COURT SERVICES		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	LEGAL		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	PUBLIC DEFENDER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	TECHNICAL SERVICES		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	PLANNING		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COMMISSIONERS		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	HEALTH		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COMMUNITY CORRECTIONS (ADULT PROBATION)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COMMUNITY CORRECTIONS (JUVENILE PROBATION)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	PROBATION MAIN OFFICE		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	RECORDER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	RECORDER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	ASSESSOR		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	ASSESSOR		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	TREASURER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	AUDITOR		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS

DESCRIPTION: Mono Pool (cont.)

MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	SHERIFF		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (CO8)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (JUDGES HALLWAY)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (CO9-HALLWAY)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	CLERK		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	CLERK		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	VOTER REGISTRATION		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	BUILDING		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (CO9)		
ESTUDIO330AC	Toshiba e-STUDIO330AC	COURT SERVICES (CT205)		
ESTUDIO330AC	Toshiba e-STUDIO330AC	ANIMAL CONTROL		
ESTUDIO330AC	Toshiba e-STUDIO330AC	PROBATION MAIN OFFICE		
ESTUDIO330AC	Toshiba e-STUDIO330AC	JAIL (NURSES STATION)		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
CPP	0	Images	\$0.00	Monthly	\$0.00380	Monthly

Customer Initials _____

TOSHIBA

BUSINESS SOLUTIONS

MAINTENANCE CONTRACT SCHEDULE

MAS-3.0.0

SALES PACKET NUMBER

DATE

Sales Representative: Jim Williams

Customer Name: COUNTY OF MONROE

POOL DETAILS		DESCRIPTION: Color Pool		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	PROSECUTOR		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	STORMWATER		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	4D COURT		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	COURT SERVICES		
ESTUDIO4525AC	Toshiba e-STUDIO4525AC	LEGAL		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	PUBLIC DEFENDER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	TECHNICAL SERVICES		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	PLANNING		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COMMISSIONERS		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	HEALTH		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COMMUNITY CORRECTIONS (ADULT PROBATION)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COMMUNITY CORRECTIONS (JUVENILE PROBATION)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	PROBATION MAIN OFFICE		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	RECORDER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	RECORDER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	ASSESSOR		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	ASSESSOR		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	TREASURER		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	AUDITOR		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency

POOL DETAILS		DESCRIPTION: Color Pool (cont.)		
MAKE/MODEL	DESCRIPTION	LOCATION	SERIAL NUMBER	STARTING METER
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	SHERIFF		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (COB)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (JUDGES HALLWAY)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (CO9-HALLWAY)		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	CLERK		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	CLERK		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	VOTER REGISTRATION		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	BUILDING		
ESTUDIO5525AC	Toshiba e-STUDIO5525AC	COURT SERVICES (CO9)		
ESTUDIO330AC	Toshiba e-STUDIO330AC	COURT SERVICES (CT205)		
ESTUDIO330AC	Toshiba e-STUDIO330AC	ANIMAL CONTROL		
ESTUDIO330AC	Toshiba e-STUDIO330AC	PROBATION MAIN OFFICE		
ESTUDIO330AC	Toshiba e-STUDIO330AC	JAIL (NURSES STATION)		

POOL TOTALS

Type	Includes	Units	Minimum Payment	Payment Frequency	Excess Charge	Excess Billing Frequency
CPP	0	Images	\$0.00	Monthly	\$0.03500	Monthly

Customer Initials

TOSHIBA

BUSINESS SOLUTIONS

AUTOMATED METER READ PROGRAM OPTIONS

AM-2.0.0

Sales Representative: Jim Williams

SALES PACKET NUMBER

DATE

CUSTOMER INFORMATION

Customer Name: COUNTY OF MONROE

Customer Contact: Wendy Goss

Billing Address: 501 N MORTON ST

Phone #: (181) 234-9252

Ext.

Customer PO #:

Suite #:

Meter Contact: Wendy Goss

Meter Phone: (181) 234-9252

City: BLOOMINGTON

State: IN

Zip: 47404

Meter Email: wgoss@co.monroe.in.us

METER COLLECTION CHOICES:

Let your
printers and
copiers do
the reporting
for you



What is Toshiba's Automated Meter Read Program (AMR)? As part of your service contract with TBS, you are required to report usage data for all your printers, copiers, and multifunction devices. With manual reporting, you must go to each device, record the serial numbers and meter readings, and submit this information via email, fax or phone. Toshiba's AMR program automatically gathers usage data for each device and sends it securely to TBS at scheduled intervals. The result is more accurate and timely reporting, fewer billing errors, and less busy work for you.

How much does Toshiba AMR cost me?

Nothing. Ever.

What information does AMR gather?

The automated meter reading system captures all required information for billing purposes; Machine model, Serial number, and usage information.

Is the transmission secure?

Yes. Data is completely secure.

Toshiba Business Solutions IT Team will work with you to set up equipment meter collections in the priority listed below:

1 Automated Meter Read (e-Bridge CloudConnect)

Your Toshiba system will be equipped with two-way communication capabilities. TBS will provide updates, system back ups, and meter collection automatically. Equipment **MUST** be connected to your network.

2 Automated Meter Read (On Site Software)

TBS will provide free AMR software that will automatically pull meter information and input into TBS billing system. Equipment **MUST** be connected to your network.

3 Meters Online (MOL)

An automatic meter request is sent to the End User directly from the TBS billing system.

End User collects the meter readings and goes to <http://meters.toshiba.com> and enters the meters online manually.

All meters submitted via online are electronically imported into the TBS billing with no manual entry or interaction by TBS.

TBS may charge a fee to recover the cost of meter collections if meters are not submitted through the automated website. TBS reserves the right to convert Customer to a flat fee, based upon the greater of a specific unit's historical average volume or the device type's midpoint manufacturer recommended volume, if meters are not made available for the device(s) after 3 consecutive billing periods.

ELECTRONIC INVOICING CHOICE:

Toshiba is committed to the environment through its worldwide green initiatives. One of the primary goals of Toshiba's green initiatives is environmental management through corporate social responsibility. One of TBS's Eco-Innovation initiatives is to convert to electronic invoicing whenever possible. Converting to electronic invoicing will enable TBS to decrease its consumption of environmental resources tremendously.

Please select if you will accept Electronic Invoices when possible:

☐ Yes

☒ No

Upon receipt of first TFS Lease Invoice, visit www.financing.eportaldirect.com or call 1-800-328-9092 to register.

Please select preferred Electronic Invoice Method (TBS Invoices Only):

Email Attachment Only:

☐

PDF copy of invoice sent to email listed below

Invoice Portal Access:

☐

Link to web portal allowing invoicing viewing and E-Pay option. Email will be sent with link when new invoices generate.

Email Address for invoice notifications: wgoss@co.monroe.in.us

CUSTOMER ACCEPTANCE:

Print Name: Penny Githens

Signature: _____

Title: President, Monroe County BOC

Date: _____

Sales Representative: Jim Williams

SALES PACKET NUMBER

EFFECTIVE DATE

CUSTOMER INFORMATION

Customer Name: COUNTY OF MONROE

Customer Contact: Wendy Goss

Billing Address: 501 N MORTON ST

Phone #: (181) 234-0282

Ext.:

Customer PO #:

Address 2:

IT Contact: Gregory Crohn

IT Phone #: +1.812.349.2522

City: BLOOMINGTON

State: IN

Zip: 47404

eMail: gcrohn@co.monroe.in.us

CONNECTIVITY OPTIONS (Check All That Apply)

☒ **OPTION A: Network Administrator Integration and Training** FREE (\$400 VALUE) (Remote)

Includes basic device configuration, print driver installation on up to three workstations and administrator training. Additional Professional Services will be billed at published TBS Professional Services rates. Includes Remote Orientation of an Administrator to controller on their network, installation of 3 workstations for printing, scanning, and PC faxing. Connection Project not to exceed 2 hours. Any additional time required beyond 2 hours will be billed at current Professional Services Rates. If less than 2 hours is required, no time is banked for future use. Includes installation of Re-Rite on client server, configuration of 6 advanced scanning workflows; Word, Excel, Text Searchable PDF, PDF Form, Slim PDF, Secure PDF. Workflows include one Advanced Scanning Template Group, 6 Templates, and 4 Re-Rite workflows, all delivered to a common output folder. One hour of MFP Training - No more than 5 users per session - Training covers basic copier functions, printing, and scanning.

☐ **OPTION B: Custom Network Integration - Variable / Additional Charges**

Qty	Charge	Unit Description
		Device
		Workstation
		Workstation
		Workstation
		Scanning Template
		Scanning Template
		Initial Setup
		Scanning Template
		Hour Until Completion
		Scanning Template
		Fax Destination
		Fax Destination
		Initial Setup
		Destination
		Hour Until Completion
		Destination
		10 User Codes
		Backup/Restore Event

Total Connectivity Fee:

Note: Any Additional Connectivity Services performed not specified above will be billed at a rate of: \$200.00 per hour. Connectivity support may be completed remotely or on-site at the discretion of TBS. Support covers initial installation only.

CUSTOMER ACCEPTANCE

You hereby acknowledge and agree that your electronic signature above shall constitute an enforceable and original signature for all purposes.

By signing this agreement, the customer acknowledges that he/she has read and understood the statement of work and terms and conditions of this agreement.

Print Name: _____ Signature: X Title: _____ Date: _____

DECLINATION

☐ Customer certifies that they have read the statement of work and that they have decided to decline all assistance from TBS regarding the installation of their copier/printer. TBS is under no obligation and has no liability concerning any aspect of the installation process.

Print Name: _____ Signature: X Title: _____ Date: _____

TBS ACCEPTANCE

Print Name: _____ Signature: X Title: _____ Date: _____

STATEMENT OF WORK

This Statement of Work for Connectivity & Security Options outlines the services and deliverables for the planned implementation. This Statement of Work is intended to detail the obligations of Toshiba Business Solutions (TBS) and the Customer.

CONNECTIVITY OPTIONS - WORK TO BE PERFORMED

Option B: Covers the selected work only. Additional Professional Services fees apply for any additional work at the current TBS Professional Services rates.

Base Device Configuration Includes:

1. Verify proper network settings, i.e., print queue configuration, TCP/IP address, etc.
2. Connect base unit to customer's network via customer supplied/installed cabling.
3. Perform color calibration on base unit and RIP device.

Print Driver Installation Includes:

1. Install print drivers onto designated workstations (up to three – Option A or as specified in Option B.)
2. Confirm print capabilities via standard print driver test page.

Administrator Training Includes:

1. Training on base unit, print driver and RIP software.
2. Orientation of the administrator to the print controller on the network.

While Toshiba print drivers are compatible with most common office applications, TBS does not provide training on specific printing applications.

STATEMENT OF WORK ASSUMPTIONS

The following are the assumptions on which this Statement of Work is based. If any of these assumptions either change or are incorrect, changes to the Statement of Work may be required, which may result in changes to the Connectivity Services fee. Please review this section to make sure these assumptions are correct.

1. Client is responsible for ensuring that all applications and data are successfully backed up prior to TBS beginning work. TBS is not responsible for any lost information.
2. Building environmental conditions are within equipment specifications for airflow, temperature, humidity, and electrical quality.
3. Cabling and WAN Data Communication Lines are properly installed and tested. TBS is not responsible for any improper cabling or issues involving telecommunications lines. All troubleshooting and corrective action will be billed outside of this SOW on a time and materials basis.
4. TBS is not responsible for any conflicts with existing hardware that is no longer supported by the manufacturer.
5. TBS is only responsible for integration tasks outlined in this Statement of Work. Any work outside of this SOW will be handled through a Change Order Request Process, which may require additional billable time and materials. Customer will be informed before any out of scope work is performed.
6. Customer will provide systems personnel for the project familiar with all aspects of Customer's enterprise configuration – security, remote access, domain structure, WAN/LAN connectivity, applications used for this particular project – to work in conjunction with TBS on this implementation. Additionally, a desktop technician may be required to perform client-side duties.
7. All software being utilized is registered and authentic.
8. Equipment is connected to a dedicated power source per product specifications furnished by TBS.
9. All network addresses, print queue names and printer names, etc. are available upon request.

TERMS AND CONDITIONS

The following Terms and Conditions are an amendment to the TBS Maintenance contract. In the event that the Customer has declined a Maintenance contract, the following Terms and Conditions do not apply to this agreement.

Toshiba products and software are warranted to be compatible with hardware and operating systems listed on product specification sheet at time of installation. TBS does not guarantee compatibility with future operating systems or hardware.

Inclusions – Hardware: Service calls, replacement parts for connected devices that allow the equipment to interface with PC's and networks, e.g. printer interface cards, NIC cards, print controllers, print/scan enablers or any other items that enhance the functionality of these products.

Diagnosis of device failures will be limited to confirmation of print capabilities with a laptop computer connected via a crossover cable using a standard print driver test page.

Inclusions – Software: Service calls required as a result of the failure of Toshiba software. Upgrades to Toshiba software are included.

Service Availability: Service calls performed during normal business hours, Monday through Friday, 8:00am to 5:00pm, excluding company holidays.

Exclusions:

1. Electrical work external to the equipment.
 2. Charges to install or improve telephone lines.
 3. Charges to improve electrical service and/or network lines.
 4. Network wiring to improve or connect the hardware to a computer or network.
 5. Service necessitated as a result of malfunction of equipment when unauthorized parts, attachments, or conflicting software is used with the equipment.
 6. Service necessitated as a result of alterations, malfunctioning computer or network hardware and/or operating systems.
- In such event, TBS reserves the right to terminate the maintenance contract if it is determined that such changes, alterations or malfunctions make it impractical to continue to service the equipment.
7. Reinstallation of drivers and/or installation of connected devices due to changes in computer and/or network operating systems, system configuration, addition/upgrades to application software or malfunction of devices.
 8. Reinstallation/service required due to the relocation of equipment.

Excluded services will be invoiced to the Customer at TBS's normal hourly labor rate then in effect for Digital Systems Integration Services.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

COUNTY OF MONROE

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) **P**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3)

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

501 N MORTON ST SUITE 200

6 City, state, and ZIP code

BLOOMINGTON, IN 47404-3746

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

or

Employer identification number

3	5	-	1	7	3	2	4	6	2
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person **P**

Date **P**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Document Checklist

- ☐ **Tax-Exempt Lease/Purchase Agreement** – Execute signature block at the top of the first page of the Agreement.
- ☐ **Addendum to Tax-Exempt Lease/Purchase Agreement** – If required by Lessor, this document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution. The attester will execute the signature block below the Lessee's signature block at the bottom right of the page. If computation is required, please submit a copy of the computation test with the addendum.
- ☐ **Property Schedule** – 1) If the transaction can be designated as a "bank qualified" transaction – one where Lessee reasonably anticipates not issuing more than \$10 million in tax-exempt obligations in a calendar year – **then you should initial the line under this section**; and 2) execute the signature block at the bottom of the page. This document must be executed in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.
- ☐ **Property Description – Exhibit A** – Execute signature block at the bottom of the page.
- ☐ **Amortization and Lease Payment Schedule – Exhibit B** – Execute signature block at the bottom of the page. Note that the interest rate and Amortization and Lease Payment Schedule are effective so long as the Property is accepted by 08/21/2023, after which the interest rate and Amortization and Lease Payment Schedule are subject to revision to current market conditions at the actual time of acceptance.
- ☐ **Certificate of Acceptance – Exhibit C** – 1) if billing address is different than address shown on the Agreement, fill in billing information under # 2; 2) the date that all equipment is delivered, installed and accepted is the date that should be placed on the "ACCEPTANCE DATE" line; and 3) execute signature block at the bottom of the page.
- ☐ **Lessee's General and Incumbency Certificate – Exhibit D** – The General Certificate must be signed by the person signing the Agreement. The Incumbency Certificate must be signed by an officer other than the person signing the Agreement.
- ☐ **Lessee's Counsel's Opinion – Exhibit E** – If required by Lessor, this document will need to be executed by your attorney, dated, and placed on his/her letterhead.
- ☐ **Insurance Authorization and Verification** – To be filled out by Lessee and returned with the executed documents.
- ☐ **Notification of Tax Treatment** – Please provide your State Sales/Use tax Exemption Certificate, if applicable.
- ☐ **Form 8038-GC or G** – Blank form provided to Lessee. Please consult your local legal/bond counsel or tax consultant with questions.
- ☐ **Original Documents** – Lessor will require original documents, including original 8038 form, prior to funding.
- ☐ **Validation of Board Approval** – If required by Lessor, a copy of board minutes or board resolution should be provided showing approval of the contract.
- ☐ **Services and Supplies Rider** – If Lessee has requested that Lessor, as a convenience to Lessee, invoice Lessee for certain service and supply payments Lessee owes to Vendor, this document must be executed by Lessee in the presence of an attester. The attesting witness does not have to be a notary but must be present at the time of execution.



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/19/23

Formal ☒

Work session ☐

Department Parks

Title to appear on Agenda: Richard's Small Engine, Inc. Service Agreement

Vendor # 6798

Executive Summary:

On 06-21-23, the Monroe County Parks & Recreation Board approved to hire Richard's Small Engine to perform equipment repairs. The service agreement expires on 11-01-25.

Fund Name(s):

County General
Non-reverting
Non-reverting

Fund Number(s):

1000
1178
1179

Amount(s)

Repair Not to
Exceed
\$3,000

Presenter: Kelli Witmer

Speaker(s) for Zoom purposes:

Name(s)

Kelli Witmer

Phone Number(s)

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

Attorney who reviewed: Molly Turner-King

Agreement for Services

This Agreement is made between **Richard's Small Engine, Inc.** ("Contractor") and the Monroe County Parks and Recreation Board and 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 repairs to equipment owned by Monroe County. The following terms shall apply:

1. **Scope of Project.** Monroe County wishes to retain the professional services of Contractor at the hourly rates as set forth in "Exhibit A," consisting of one (1) page, which is incorporated herein and made part of this Agreement. Services performed may include but may not be limited to repairs to equipment owned by Monroe County. **Hourly rates** are established by Contractor and Contractor reserves the right to change the rates at their discretion. Contractor agrees to provide written notice to the Monroe County at least thirty (30) days in advance of any change in the hourly rates outlined in "Exhibit A." Monroe County shall accept or decline in writing any change in hourly rates. In the event that Monroe County declines the acceptance of a change in hourly rates, Monroe County shall provide notice of termination of this Agreement as outlined below.
 - a. Parties agree that any terms and conditions not contained or outlined within this Agreement are inapplicable. If either party wishes to include additional terms and conditions, the consent of both parties is required in writing and must be approved in the same manner that that this Agreement was approved prior to the commencement of any approved project.
 - b. Parties agree for any project that exceeds the not to exceed amount outlined below or the replacement cost of the equipment, the approval of a separate MOU is required. Funds available pursuant to this Agreement shall not be used as a partial payment for any project.
2. **Price.** The total amount paid to Contractor under this Agreement for any one individual project shall not exceed Three Thousand Dollars (\$3,000.00) without further written approval by Monroe County. Contractor shall submit an invoice for each project, including the times and dates worked, and a detailed description of the work performed. Invoices can be submitted to Kelli Witmer, Monroe County Parks and Recreation Director, at kwitmer@co.monroe.in.us and/or 501 N. Morton St., Suite 100, Bloomington, IN 47404. The Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
3. **Term.** The term of this Agreement shall be from the date executed by both parties, below, and shall terminate on November 1, 2025. This Agreement may be extended by both parties if done so mutually and in writing and approved in the same manner as this Agreement. Either party may terminate this Agreement by giving written notice to the other party at least thirty (30) days in advance of the intended date of termination.
4. **Indemnity.** Contractor assumes all risks and responsibilities for accidents, 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 Agreement, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

5. **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.
6. **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.
7. **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.

8. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations, including the County's policy prohibiting harassment. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. *If required by law*, Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
 - a. Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
 - b. 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.
 - c. Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
9. **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.

10. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.

11. **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.

12. **Entirety of Agreement.** This Agreement, consisting of three (3) pages and one (1) exhibit marked as "Exhibit A", constitutes the entire agreement between the parties and may be modified only in writing referencing this Agreement and signed by both parties.

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.


Richard's Small Engine, Inc Representative

6/27/2023
Date

APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS
this _____ day of _____, 2023, pursuant to Monroe County Code Chapter 266-5.

MONROE COUNTY BOARD OF COMMISSIONERS

"AYES"

"NAYS"

Penny Githens, President

Penny Githens, President

Julie Thomas, Vice President

Julie Thomas, Vice President

Lee Jones, Commissioner

Lee Jones, Commissioner

ATTEST:

Catherine Smith, Auditor

Richard's Small Engine MOU 3

From: JOHN MYERS <johntm0113@gmail.com>
Sent: Wednesday, June 21, 2023 11:32 AM
To: Kelli Witmer
Subject: Labor rates

Good afternoon,

I will list our current shop labor rates below, please let me know if you have any questions or if you need any additional information.

Thanks, John

Farm tractor/Utility vehicle \$90.00 per hour
Riding mower/Zero turn \$85.00 per hour
Handheld equipment \$80.00 per hour

JOHN MYERS
SALES ASSOCIATE
RICHARD'S SMALL ENGINE, INC.
8273 W ST RD 46
ELLETTSVILLE, IN 47429
812-876-9302



Monroe County Board of Commissioners Agenda Request Form

Date to be heard 07/19/20

Formal ☒

Work session ☐

Department Corrections

Title to appear on Agenda: Approval of service contract with SAS.

Vendor #

Executive Summary:

During repairs/inspection of the central control room it was observed that the wiring housing underneath the cabinetry was covered in dander/dust causing a significant concern for fire. Additionally, multiple dead rodents were located under the wiring. This is a significant concern for the safety and well being of anyone who enters the facility. This is an item we would like to pay out of the jail commissary budget line.

Fund Name(s):

N/A

Fund Number(s):

N/A

Amount(s)

\$10,640.00

Presenter: Angela Purdie

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:

Turner-King, Molly



Security Automation Systems, Inc.
8739 Castle Park Drive
Indianapolis, IN 46256
Phone: 317-489-9621
Toll Free: 877-SAS-FORYOU
www.securityautomationsystems.com

Attention: Matt Demmings

Monroe Co Jail

Email: Mdemmings@co.monroe.in.us

Date: 6/26/2023

PROPOSAL #: 23258

Monroe Co Jail – 1st Floor Control Panel Re-Location

Matt:

Per request, we have included pricing to re-locate the 1st floor control panel to accommodate the millwork upgrade. We will re-use the existing door control, I/O, audio, and power panels and re-mount them to the rear wall below the windows. The County will be responsible for providing a modesty panel to protect and cover the electrical panels and the cabling. The County will also be responsible for covering the cable access hole in the floor. We will attempt to maintain operation of the system via the 4th floor control during the re-location, but there will be times when it will be necessary to power down the panels. During this time, the staff will need to operate the 1st floor doors with keys and use radios for communications.

The millwork layout must include room for our panels. We have not included any work associated with unforeseen issues or errors caused by others. Additional costs may be necessary, if determined.


INCLUDED

- Initial trip - SAS to remove 1st floor control touchscreen station (PC, monitor, and intercom master) and transfer control to the 4th floor touchscreen station.
- The County shall be responsible for removing all countertops and cabinetry to allow SAS complete access to the existing control consoles.
- Second trip - After all of the millwork has been removed, SAS will remove the existing consoles, re-locate and mount the existing panels to the rear wall.
- The County will be responsible for installation of all new countertops and cabinetry, and for the covering of the cable access hole in the floor.
- Third trip – After all of the new millwork has been installed, SAS will re-install the touchscreen control station (PC, monitor, and intercom master) and transfer control back to 1st floor.
- The County will be responsible for the removal and re-installation of the existing video client PC's and monitors.
- TOTAL\$10,620.00

EXCLUDED

State Sales Tax
Millwork modifications or additions
Work related to the cable access hole in the floor
Modesty panel for the millwork
Work related to all video client PC's or monitors

Accepted by _____
Customer

By 
Brian Mitchell - Security Automation Systems

Date _____

Date June 26, 2023

Limited Exclusive Warranty

Security Automation Systems (SAS) warrants its Work to be free from defects for a period of one year. Warranty coverage does not include the repair of damage caused by the following; 1) use of the system/equipment other than for which it was designed; 2) acts of God; 3) vandalism, neglect or misuse of the equipment; 4) failure of Customer or its designee(s) to provide continuous environmental conditions for which installed equipment is rated; 5) repair or alterations of the system/equipment by a third party that is not approved by SAS. **THIS LIMITED EXCLUSIVE WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.**

Terms are Net 30 days. SAS works under the terms of a purchase order or an SAS Sales Agreement. No applicable sales tax or bonding have been included in our price. Shipping and handling are included.

Any cancelled orders are subject to a 25% cancellation fee, based on the total price of the order. Any applicable restocking fees and associated shipping costs shall be in addition to the 25% cancellation fee.

We will proceed with the work included in this proposal once we receive a Purchase Order or letter to proceed referencing the quote number and amount. The price is valid for 30 days. If you have any questions, please feel free to call.

Brian Mitchell

E-mail: bmittchell@securityautomationsystems.com

Extension: 804



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 Commissioners obtained a Tax Sale Deed for a Parcel Number 53-03-17-403-046.000-002 in the Town of Stinesville. The Town of Stinesville has requested the County to transfer the parcel to the Town.

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

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:

ORDINANCE 2023- 26

A joint ordinance of the Monroe County Council (“Council”) and of the Board of Commissioners of the County of Monroe, Indiana (“Commissioners”) approving the transfer of a parcel, for no consideration, to the Town of Stinesville, Indiana.

WHEREAS, on or about July 12, 2021, the Commissioners obtained a Tax Sale Deed for Parcel Number 53-03-17-403-046.000-002 which is described as the West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana;

WHEREAS, the Commissioners have no intended use for the parcel;

WHEREAS, the Town of Stinesville, Indiana, is interested in obtaining the parcel for Town government purposes;

WHEREAS, Indiana Code 36-1-11-8 authorizes Indiana governmental entities to transfer property to other governmental entities for any or no consideration; and,

WHEREAS, the Council and the Commissioners have considered the matter and find that transferring the parcel to the Town of Stinesville, Indiana, for Town purposes, would serve the general welfare of the residents of Monroe County, Indiana;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners and the Monroe County Council, that the attached Quit-Claim deed transferring the parcel to the Town of Stinesville, Indiana, should be executed and that the Commissioners are hereby authorized to do so.

Adopted this _____ day of _____, 2023, by the Council.

“AYES”

“NAYS”

KATE WILTZ, President

KATE WILTZ, President

TRENT DECKARD, President Pro Tempore

TRENT DECKARD, President Pro Tempore

JENNIFER CROSSLEY

JENNIFER CROSSLEY

MARTHA HAWK

MARTHA HAWK

PETER IVERSEN

PETER IVERSEN

GEOFF McKIM

GEOFF McKIM

CHERYL MUNSON

CHERYL MUNSON

Adopted this this _____ day of _____, 2023, by the Commissioners.

"AYES"

"NAYS"

PENNY GITHENS, President

PENNY GITHENS, President

JULIE THOMAS, Vice President

JULIE THOMAS, Vice President

LEE JONES, Commissioner

LEE JONES, Commissioner

ATTEST:

CATHERINE SMITH, Auditor

Mail Tax Statements to:
Town of Stinesville, IN
c/o Clerk Treasurer
P.O. Box 53
Stinesville, IN 47464

QUIT-CLAIM DEED

THIS INDENTURE WITNESSETH, that THE BOARD OF COMMISSIONERS OF THE COUNTY OF MONROE, MONROE COUNTY, INDIANA (hereinafter referred to as "Grantor") Releases and Quit-Claims all of its interest to THE TOWN OF STINESVILLE, INDIANA (hereinafter referred to as "Grantee"), for no consideration, the following described real estate in Monroe County, State of Indiana, to wit:

The West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana, parcel number 53-03-17-403-046.000-002 (002-01060-00).

IN WITNESS WHEREOF, Grantor has set its hand and seal this ____ day of _____, 2023.

The Board of Commissioners of the County of
Monroe, Monroe County, Indiana,
BY:

Penny Githens, President

Julie Thomas, Vice President

Lee Jones

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2023, at which time Penny Githens, Julie Thomas, and Lee Jones, Commissioners of the Board of Commissioners of the County of Monroe, of Monroe County, Indiana, personally appeared and acknowledged the execution of the above and foregoing Quit-Claim Deed to be a voluntary act and deed.

My Commission Expires: _____

Notary Public

(name printed)
A resident of _____ County

Commission No.: _____

CERTIFICATE OF PROOF

WITNESS to the signature(s) on the foregoing instrument to which this Proof is attached:

signature, Witness

(name printed)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2023, personally appeared the above-named WITNESS, _____, to the foregoing instrument, who, being by me duly sworn, did depose and say that she/he knows Penny Githens, Julie Thomas, and Lee Jones, to be the individuals described in, and who executed, the foregoing instrument; that said WITNESS was present and saw Penny Githens, Julie Thomas, and Lee Jones execute the same; and that said WITNESS at the same time subscribed her/his name as witness thereto.

My Commission Expires: _____

Notary Public

(name printed)

A resident of _____ County

Commission No.: _____

Property Address: West Main Street, Stinesville, IN 47464

Grantee's Address: Town of Stinesville, IN, c/o Clerk Treasurer, P.O. Box 53, Stinesville, IN 47464

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. David B. Schilling

This instrument was prepared by David B. Schilling, Monroe County Attorney, Courthouse, Room 220, 100 W. Kirkwood Ave., Bloomington, Indiana 47404, (812) 349-2525

DULY ENTERED
FOR TAXATION

JUL 29 2021

Catherine Smith

Auditor Monroe County, Indiana

Tax Title Deed

2021014598 TX TITLE \$0.00
07/29/2021 11:08:24A 4 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented



Whereas **Board of Commissioners of the County of Monroe, Indiana** of Indiana did, the **12th day of July, 2021** produced to the undersigned, Catherine Smith, Auditor of Monroe County in the State of Indiana, a tax sale certificate dated the 15th day of October 2020 duly signed by the Monroe County Auditor, from which the **Board of Commissioners of the County of Monroe, Indiana** on the 15th day of October 2020 acquired a lien on the below described property pursuant to I.C. 6-1.1-24-6:

002-01060-00 Stinesville W1/2 Lots 89 & 90 & Vac Alley

53-03-17-403-046.000-002

The West half of Lot Number Eighty-nine (89) and the West half of Lot Number Ninety (90) in the Town of Stinesville, Indiana

Commonly known as: W Main St, Stinesville, IN 47464

Formerly In The Name Of: Payton, Reginald & Debra

Such real property has been recorded in the office of Monroe County Auditor as delinquent for the nonpayment of taxes, and proper notice of the sale has been given. It appearing that **Board of Commissioners of the County of Monroe, Indiana** is the owner of the Tax Sale Certificate, that the time for redeeming such real property has expired, that the property has not been redeemed, that the undersigned has received a court order (**Cause No 53C01-2105-TP-000991**) dated the 15th of **June, 2021** for the issuance of a deed for the real property described in the Certificate of Sale, that the records of the Monroe County Auditor's Office state that the real property was legally liable for taxation, and that the real property has been duly assessed and properly charged on the duplicate with the taxes and special assessments due in the years 2018 and 2019.

Therefore, this indenture, made this **12th day of July, 2021**, between the State of Indiana, by Catherine Smith, Auditor of Monroe County, of the first part, and **Board of Commissioners of the County of Monroe, Indiana** of the second part, witnesseth: That the party of the first part, for and in consideration of the premises, has granted and bargained and sold to the party of the second part, the real property described above and in the Certificate of Sale, situated in the County of Monroe, and State of Indiana, to have and to hold such real property, with the appurtenances belonging thereto, in as full and ample a manner as the Auditor of said county is empowered by law to convey the same.

In testimony whereof, Catherine Smith, Auditor of Monroe County, has hereunto set her hand, and affixed the seal of the Board of the County Commissioners, the day and year last above mentioned.

WITNESS: Stephanie L Carter
Deputy Auditor of Monroe County

STATE OF INDIANA)
):
COUNTY OF MONROE)

Before me, the undersigned, Clerk of the Monroe Circuit Court, in and for said county, this day, personally came the above named Stephanie L Carter, Deputy Auditor of said county, and acknowledged that she signed and sealed the foregoing deed for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal this 12th day of July, 2021.

Nicole Browne
Nicole Browne, Clerk
Monroe Circuit Court

Mail tax bills and deed to:
Board of Commissioners of Monroe, Indiana
100 W Kirkwood Ave, Room 322
Bloomington, IN 47404

I affirm, under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

Prepared by: Stephanie L Carter

STATE OF INDIANA)
) ss:
COUNTY OF MONROE) CAUSE NO.: 53C01-2105-TP-000991

IN RE THE 2020 TAX SALE

BOARD OF COMMISSIONERS OF THE
COUNTY OF MONROE, INDIANA,

Petitioner,

vs.

REGINALD PAYTON, DEBRA PAYTON, and
SOUTH CENTRAL REGIONAL SEWER DISTRICT,

Respondents.

ORDER DIRECTING THE AUDITOR OF
MONROE COUNTY, INDIANA, TO ISSUE TAX DEED

This action came before the Court on the Petitioner Board of Commissioners of the County of Monroe, Indiana's, Verified Petition for Tax Deed ("Petition"), in the following words and figures, to wit:

[H.I.]

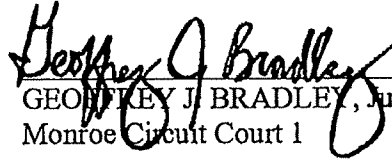
And the Court, having reviewed its file on the action and being duly advised in the premises, hereby finds:

1. The time of redemption has expired;
2. The real property has not been redeemed from the sale;
3. Pursuant to Indiana Code 6-1.1-24-6(c) and Indiana Code 6-1.1-25-4(e), the County is not required to pay the taxes, special assessments, penalties, and costs due on the Tract in order to obtain a tax deed for the Tract;
4. All notices required by law have been given;
5. No persons have appeared in person or by counsel and no written objections have been filed to the Petition; and,
6. The Petitioner has complied with all provisions of law entitling it to receive the requested tax deed.

IT IS, THEREFORE, ORDERED by the Court that the Auditor of Monroe County, Indiana, shall issue a tax deed to the Board of Commissioners of the County of Monroe, Indiana, to the following real property in Monroe County, Indiana:

Parcel ID #:	53-03-17-403-046.000-002
Legal:	Stinesville W1/2 Lot 89 & 90 w/Vac Alley
Common Address:	W. Main St., Stinesville, IN 474647
Tax Sale Certificate #:	20017

SO ORDERED, this 15th day of June, 2021.



GEOFFREY J. BRADLEY, Judge
Monroe Circuit Court 1

Distribution:
David B. Schilling
Auditor of Monroe County, Indiana



LexisNexis®

User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:14:00PM EDT

Job Number: 200761195

Document (1)

1. [Burns Ind. Code Ann. § 38-1-11-8](#)

Client/Matter: -None-



Burns Ind. Code Ann. § 36-1-11-8

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and
with amendments effective June 30, 2023

*Burns' Indiana Statutes Annotated > Title 36 Local Government (Arts. 1 — 12) > Article 1
General Provisions (Chs. 1 — 30) > Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§
36-1-11-1 — 36-1-11-18)*

36-1-11-8. Transfer or exchange of property with governmental entity.

A transfer or exchange of property may be made with a governmental entity upon terms and conditions agreed upon by the entities as evidenced by adoption of a substantially identical resolution by each entity. Such a transfer may be made for any amount of real property, cash, or other personal property, as agreed upon by the entities.

History

IC 36-1-11-8, as added by Acts 1981, P.L.57, § 37.

Annotations

Notes to Decisions

Applicability.

Transfer of Property.

Applicability.

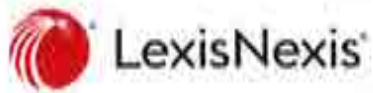
In a dispute between the city, the county, and the city/county building authority over the city's failure to convey a criminal justice center to the county years after the building lease concluded, the building authority lacked the statutory authority to agree to the turn-over provision because the property was not acquired by gift, devise, or bequest. In addition, Ind. Code ch. 36-1-11 did not provide the building authority with authority to dispose of the property because it conflicted with Ind. Code ch. 36-9-13, which was the more specific provision and thus was controlling. [*City of New Albany v. Bd. of Comm'rs*, 125 N.E.3d 636, 2019 Ind. App. LEXIS 223 \(Ind. Ct. App.\), transfer granted, vacated, 138 N.E.3d 961, 2019 Ind. LEXIS 944 \(Ind. 2019\), superseded, 141 N.E.3d 1220, 2020 Ind. LEXIS 275 \(Ind. 2020\).](#)

Transfer of Property.

In a dispute about the ownership of a criminal justice center, the turn-over provision in the lease between the county and the building authority was valid and enforceable as there was no conflict between [Ind. Code § 36-9-13-22\(a\)\(6\)](#) and [Ind. Code § 36-1-11-8](#); while [Ind. Code § 36-9-13-22](#) set forth specific powers of the board of directors of a building authority, it did not limit a building authority's ability to transfer property; and, while [Ind. Code § 36-1-11-8](#) provided that governmental agencies could transfer or exchange property, the fact that there were multiple code sections that gave a building authority the ability to transfer property did not mean that the statutes were inconsistent absent some language that indicated as much. *City of New Albany v. Bd. of Comm'rs of Floyd*, 141 N.E.3d 1220, 2020 Ind. LEXIS 275 (Ind. 2020).

Burns' Indiana Statutes Annotated
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User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:11:00PM EDT

Job Number: 200760889

Document (1)

1. [Burns Ind. Code Ann. § 36-1-11-3](#)

Client/Matter: -None-

[Burns Ind. Code Ann. § 36-1-11-3](#)

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and
with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > *Title 36 Local Government (Arts. 1 — 12)* > *Article 1
General Provisions (Chs. 1 — 30)* > *Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§
36-1-11-1 — 36-1-11-18)*

36-1-11-3. Approval required.

(a) This section does not apply to the disposal of real property under section 5, 5.5, 5.9, 8, or 18 [[IC 36-1-11-5](#), [IC 36-1-11-5.5](#), [IC 36-1-11-5.9](#), [IC 36-1-11-8](#), or [IC 36-1-11-18](#)] of this chapter.

(b) Disposal of real property under this chapter is subject to the approval of:

- (1) the executive of the political subdivision or agency; or
- (2) the fiscal body of the political subdivision or agency, if there is no executive.

The executive or fiscal body may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

(c) Except as provided in section 3.2 [[IC 36-1-11-3.2](#)] of this chapter, in addition, the fiscal body of a unit must approve the following:

- (1) Every sale of real property that has an appraised value of at least:
 - (A) except as provided in clause (B) and subsection (d), fifty thousand dollars (\$50,000); or
 - (B) an amount greater than fifty thousand dollars (\$50,000) that is specified in an ordinance or a resolution adopted by the fiscal body of the unit under subsection (d).
- (2) Every lease of real property for which the total annual rental payments will be twenty-five thousand dollars (\$25,000) or more.
- (3) Every transfer of real property under section 14 or 15 [[IC 36-1-11-14](#) or [IC 36-1-11-15](#)] of this chapter.

(d) The fiscal body of a unit may adopt an ordinance (in the case of a county or municipality) or a resolution (in the case of a township) to increase the threshold that applies under subsection (c)(1) to an amount greater than fifty thousand dollars (\$50,000).

History

IC 36-1-11-3, as added by Acts 1981, P.L.57, § 37; 1982, P.L.208, § 2; P.L.330-1985, § 3; P.L.331-1985, § 1; [P.L.35-1990, § 43](#); [P.L.82-1995, § 9](#); [P.L.124-1998, § 11](#); [P.L.27-2008, § 1](#), eff. July 1, 2008; [P.L.257-2013, § 40](#), emergency eff. July 1, 2013; [P.L.28-2017, § 1](#), effective July 1, 2017.

Annotations

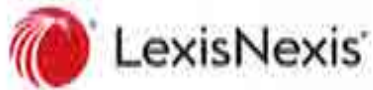
NOTES TO DECISIONS

Application.

In a case where class representatives contended that an amendment to a 1985 agreement involving property required approval under [IC 36-1-11-3](#), a trial court erred by finding that a genuine issue of material fact existed; because a Metropolitan Development Commission conveyed title to a corporation, the requirements under [IC 36-1-11-3](#) did not apply to the conveyance, which furthered the purposes of an agreement, and which, in turn, furthered the purpose of a redevelopment plan. Moreover, because negotiations were not required, the lack of evidence that the parties negotiated the purchase of the property at issue was insignificant. [City of Indianapolis v. Kahlo, 938 N.E.2d 734, 2010 Ind. App. LEXIS 2217 \(Ind. Ct. App. 2010\)](#).

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User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:10:00PM EDT

Job Number: 200760708

Document (1)

1. [Burns Ind. Code Ann. § 36-1-11-3](#)

Client/Matter: -None-

[Burns Ind. Code Ann. § 36-1-11-3](#)

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and
with amendments effective June 30, 2023

Burns' Indiana Statutes Annotated > *Title 36 Local Government (Arts. 1 — 12)* > *Article 1
General Provisions (Chs. 1 — 30)* > *Chapter 11 Sale, Exchange, Transfer or Lease of Property (§§
36-1-11-1 — 36-1-11-18)*

36-1-11-3. Approval required.

(a) This section does not apply to the disposal of real property under section 5, 5.5, 5.9, 8, or 18 [[IC 36-1-11-5](#), [IC 36-1-11-5.5](#), [IC 36-1-11-5.9](#), [IC 36-1-11-8](#), or [IC 36-1-11-18](#)] of this chapter.

(b) Disposal of real property under this chapter is subject to the approval of:

- (1) the executive of the political subdivision or agency; or
- (2) the fiscal body of the political subdivision or agency, if there is no executive.

The executive or fiscal body may not approve a disposal of property without conducting a public hearing after giving notice under IC 5-3-1. However, in a municipality the executive shall designate a board or commission of the municipality to give notice, conduct the hearing, and notify the executive of its recommendation.

(c) Except as provided in section 3.2 [[IC 36-1-11-3.2](#)] of this chapter, in addition, the fiscal body of a unit must approve the following:

- (1) Every sale of real property that has an appraised value of at least:
 - (A) except as provided in clause (B) and subsection (d), fifty thousand dollars (\$50,000); or
 - (B) an amount greater than fifty thousand dollars (\$50,000) that is specified in an ordinance or a resolution adopted by the fiscal body of the unit under subsection (d).
- (2) Every lease of real property for which the total annual rental payments will be twenty-five thousand dollars (\$25,000) or more.
- (3) Every transfer of real property under section 14 or 15 [[IC 36-1-11-14](#) or [IC 36-1-11-15](#)] of this chapter.

(d) The fiscal body of a unit may adopt an ordinance (in the case of a county or municipality) or a resolution (in the case of a township) to increase the threshold that applies under subsection (c)(1) to an amount greater than fifty thousand dollars (\$50,000).

History

IC 36-1-11-3, as added by Acts 1981, P.L.57, § 37; 1982, P.L.208, § 2; P.L.330-1985, § 3; P.L.331-1985, § 1; [P.L.35-1990, § 43](#); [P.L.82-1995, § 9](#); [P.L.124-1998, § 11](#); [P.L.27-2008, § 1](#), eff. July 1, 2008; [P.L.257-2013, § 40](#), emergency eff. July 1, 2013; [P.L.28-2017, § 1](#), effective July 1, 2017.

Annotations

NOTES TO DECISIONS

Application.

In a case where class representatives contended that an amendment to a 1985 agreement involving property required approval under [IC 36-1-11-3](#), a trial court erred by finding that a genuine issue of material fact existed; because a Metropolitan Development Commission conveyed title to a corporation, the requirements under [IC 36-1-11-3](#) did not apply to the conveyance, which furthered the purposes of an agreement, and which, in turn, furthered the purpose of a redevelopment plan. Moreover, because negotiations were not required, the lack of evidence that the parties negotiated the purchase of the property at issue was insignificant. [City of Indianapolis v. Kahlo, 938 N.E.2d 734, 2010 Ind. App. LEXIS 2217 \(Ind. Ct. App. 2010\)](#).

Burns' Indiana Statutes Annotated
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LexisNexis

User Name: David Schilling

Date and Time: Thursday, July 6, 2023 3:06:00PM EDT

Job Number: 200760280

Document (1)

1. [Burns Ind. Code Ann. § 36-2-2-20](#)

Client/Matter: -None-



[Burns Ind. Code Ann. § 36-2-2-20](#)

Current through P.L.197-2023 of the First Regular Session of the 123rd General Assembly; and
with amendments effective June 30, 2023

*Burns' Indiana Statutes Annotated > Title 36 Local Government (Arts. 1 — 12) > Article 2
Counties (Chs. 1 — 20) > Chapter 2 County Executive (§§ 36-2-2-1 — 36-2-2-30)*

36-2-2-20. Acquisition and disposal of county property authorized.

The county executive may make orders concerning county property, including orders for:

(1) The sale of the county's public buildings and the acquisition of land in the county seat on which to build new public buildings; and

(2) The acquisition of land for a public square and the maintenance of that square.

However, a conveyance or purchase by a county of land having a value of one thousand dollars (\$1,000) or more must be authorized by an ordinance of the county fiscal body fixing the terms and conditions of the transaction.

History

IC 17-1-14-11, 17-1-24-33, recodified as IC 36-2-2-20 by Acts 1980, P.L.212, § 1.

Annotations

Notes to Decisions

Choses in Action.

Contents of Notice.

County Seat Removal — Expense of New Buildings.

Execution Sales.

Old Buildings in Payment for Labor.

Poor Asylum.

Sale of Property.

Choses in Action.

County boards could dispose of choses in action belonging to their counties. [Shannon v. O'Boyle](#), 51 Ind. 565, 1875 Ind. LEXIS 377 (Ind. 1875); [Vanarsdall v. State](#), 65 Ind. 176, 1879 Ind. LEXIS 234 (Ind. 1879).

Contents of Notice.

A notice for the sale of public property was required to state the least price that would be received for such property and the kind of security that the purchaser would be required to give. [Platter v. Board of Comm'rs](#), 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 (Ind. 1885).

County Seat Removal — Expense of New Buildings.

The legislature cannot require that the expenses of erecting county buildings on the removal of a county seat shall be borne by the township in which the county seat is located. [Crist v. Molony](#), 187 Ind. 614, 119 N.E. 1001, 1918 Ind. LEXIS 75 (Ind. 1918).

Execution Sales.

By cases decided prior to the enactment of former IC 17-1-24-27, it was held that property of a county might, in certain instances, be sold on execution. [Lowe v. Board of Comm'rs](#), 94 Ind. 553, 1884 Ind. LEXIS 112 (Ind. 1884); [State ex rel. Courter v. Buckles](#), 8 Ind. App. 282, 35 N.E. 846, 1893 Ind. App. LEXIS 64 (Ind. Ct. App. 1893).

Old Buildings in Payment for Labor.

An arrangement by which old buildings were to be taken in payment for labor in removing the same, and for materials and labor in repairing such buildings after such removal, was not a sale of such buildings. [Crow v. Board of Comm'rs](#), 118 Ind. 51, 20 N.E. 642, 1889 Ind. LEXIS 479 (Ind. 1889).

Poor Asylum.

County boards cannot discontinue the use of the poor asylum of the county until another has been provided. [Platter v. Board of Comm'rs](#), 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 (Ind. 1885).

Sale of Property.

County boards may sell, in the manner provided by statute, the property of the county that is not needed for county purposes. [Platter v. Board of Comm'rs](#), 103 Ind. 360, 2 N.E. 544, 1885 Ind. LEXIS 534 (Ind. 1885); [Crow v. Board of Comm'rs](#), 118 Ind. 51, 20 N.E. 642, 1889 Ind. LEXIS 479 (Ind. 1889).

Opinion Notes

Opinions of Attorney General

The sale by counties of property acquired through the foreclosure of school fund mortgages should be under Acts 1943, ch. 251, § 26, p. 707, and the property should be treated like all other county property after the school fund has been reimbursed and such property should be sold in the same manner as other land belonging to the county is sold. 1953, No. 117, p. 528.

The sale by counties of property acquired through the foreclosure of school fund mortgages was governed by former IC 21-1-7-26, and the property was to be treated like all other county property after the school fund had been reimbursed and sold in the same manner as other land belonging to the county is sold. 1953, No. 117, p. 528.

Burns' Indiana Statutes Annotated

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End of Document



Monroe County Board of Commissioners Agenda Request Form

Date to be heard Formal ☒ Work session ☐ Department

Title to appear on Agenda:

Vendor #

Executive Summary:

Agreement is for Construction Inspection Services for the Pedestrian Improvements at various trail locations across the county. There are seven (7) locations that will have flashing beacons installed on county roads at trail crossings. RFP's were accepted in June and scored by three (3) highway employees and sent to INDOT for review and approval. The seven locations are as follows:

Limestone Trail @ Dillman Road
Limestone Trail at Church Lane
Clear Creek Trail at Victor Pike
Clear Creek Trail at That Road
Bloomington Rail Trail at That Road
Bloomington Rail Trail at Rogers Street
Clear Creek Trail at Rockport Road

The federal funds have been approved for 90% (\$22,500.00) through HSIP (Highway Safety Improvement Plan) in the MPO Transportation Improvement Plan (TIP) 2024-2028. The local match is \$2,500.00. After installation of the flashing beacons, the future maintenance will be the responsibility of the government entity for that trail, being Bloomington Parks and Recreation Department or the Monroe County Parks and Recreation.

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:

Monroe County Board of Commissioners Agenda Request - Grant

REQUIRED

Federal Agency

INDOT

Federal Program

Transportation

CFDA#

20.205

Federal Award Number and Year (or other ID)

FY2024

Pass Through Entity:

Des #1900493

Request completed by:

Lisa Ridge

This document is to be submitted no later than the Friday at noon prior to the requested meeting date.

Each agenda request and all necessary documents to the Auditor's Office (Anita Freeman) at: afreeman@co.monroe.in.us AND to the Commissioner's Office e-mail: Commissionersoffice@co.monroe.in.us

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of , 2023 ("Effective Date") by and between MONROE COUNTY, INDIANA, 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.: 1900493

Project Description: Monroe County Pedestrian Improvements at Trail Locations

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 September 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 **\$25,000.00**.

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 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
5900 W. Foster Curry Dr.
Bloomington, IN 47403

Notices to the CONSULTANT shall be sent to:

Gary L. Pohl, PE, Executive Vice President
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 with 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, the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be affected 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 determines 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.
41. **LPA Local Requirements** The CONSULTANT shall comply with the LPA's local requirements set out in Appendix "E".

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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 and SEUFERT,
INC.**



Signature and Date
Gary Pohl, Executive Vice President

**LOCAL PUBLIC AGENCY
MONROE COUNTY BOARD OF
COMMISSIONERS**

Signature and Date
Penny Githens, President

Signature and Date
Julie Thomas, Vice President

Signature and Date
Lee Jones, Member

Attest:



Signature and Date
Jeremy Books, Vice President

Attest:

Signature and Date
Catherine Smith, County Auditor

APPENDIX "A"

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:

Services by CONSULTANT

A. Engineering Personnel

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one (1) fulltime Resident Project Representative, and Inspectors and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the Local Public Agency and the Indiana Department of Transportation and no personnel will be assigned to the project until Local Public Agency and Indiana Department of Transportation approval is obtained.

The full-time Resident Project Representative will take directions from and report to the Indiana Department of Transportation's Area Engineer on all matters concerning contract compliance and administration.

The fulltime Resident Project Representative will coordinate project activities with the Local Public Agency's Project Coordinator and Indiana Department of Transportation's Area Engineer.

B. Description of Services

1. Construction Schedule: Review the construction schedule prepared by the Contractor for compliance with the Contract and give to the Local Public Agency detailed documentation concerning its acceptability.
2. Conferences: Attend pre-construction conferences as directed by the Local Public Agency, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the Local Public Agency for notification to those who are expected to attend. Record for the Local Public Agency, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the Local Public Agency, State, and Federal Highway Administration to review working details of the project. The Local Public Agency, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the Local Public Agency's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in a liaison capacity, the fulltime Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the Local Public Agency and Indiana Department of Transportation by the fulltime Resident Project Representative.

4. Cooperate with the Local Public Agency in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
5. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the Local Public Agency and Indiana Department of Transportation in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment – Furnish all equipment necessary to sample and test materials in accordance with Indiana Department of Transportation's procedures.
8. Samples – Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate Indiana Department of Transportation laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LPA or their designated representative for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the Local Public Agency and Indiana Department of

- b. Keep a diary or logbook, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the Local Public Agency.
 - c. Maintain for the Local Public Agency a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the Local Public Agency upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the Indiana Department of Transportation and the Local Public Agency.
13. Reports: Furnish to the Indiana Department of Transportation and the Local Public Agency at periodic intervals, as required, progress reports of the project, including the contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver them to the Local Public Agency and Indiana Department of Transportation for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the contract.
15. Project Responsibility: The Resident Project Representative will be responsible for the documentation of pay quantities and estimates, and the

maintenance of appropriate records related to the construction of this project.

16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the Indiana Department of Transportation's Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation's procedures.
18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer, or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT, or an employee of a firm associated with the CONSULTANT.
19. Utility Relocation Inspection
 - a. The CONSULTANT shall conduct on-site inspections for the Local Public Agency of the utility work in progress as a basis for

determining that the utility work is proceeding in accordance with the Utility Plans.

- b. CONSULTANT will verify proper backfill methods and materials are used where proposed and future road surfaces and berms are planned
- c. CONSULTANT will be observant for any substantial change in the Utility's methods and materials from those approved, such as the use of sheeting, special backfill, etc.
- d. CONSULTANT will make spot checks to verify that trench depths are compatible with highway surface plans, that the vertical clearance of overhead utility installations are sufficient to ensure minimum clearance above highway structures, and that horizontal alignment is compatible with construction limits, access lines, etc.
- e. CONSULTANT shall maintain utility relocation work records in sufficient detail to identify conformance with the relocation plans and schedule.
- f. For reimbursable work performed entirely by the Utility, the records should include the number and class of employees, major equipment on site, principal materials used, and materials removed from the site. Pertinent data such as weather conditions, ground conditions, breakdown of equipment, delays due to conflicts with other Utility forces or Contractor's operations, should be noted.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

APPENDIX "C"

Schedule

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

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:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the Local Public Agency.

The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
- 2) Final Construction Records to District Construction Director within forty-five (45) days after the contractor's last day of work.
- 3) Amended Final Construction record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed **\$25,000.00** unless a supplement is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>		
	<u>2023</u>	<u>2024</u>	<u>2025</u>
Coordinating Engineer			
Regular rate	\$222.18	\$231.07	\$233.31
Overtime rate	\$257.00	\$267.28	\$277.97
Project Engineer II			
Regular rate	\$189.41	\$196.99	\$204.87
Overtime rate	\$219.10	\$227.86	\$236.97
Project Engineer			
Regular rate	\$174.99	\$181.99	\$189.27
Overtime rate	\$202.42	\$210.51	\$218.93
Project Supervisor II			
Regular rate	\$143.95	\$149.71	\$155.70
Overtime rate	\$166.51	\$173.17	\$180.10
Project Supervisor I			
Regular rate	\$120.66	\$125.49	\$130.51
Overtime rate	\$139.57	\$145.15	\$150.96
Inspector			
Regular rate	\$101.01	\$105.05	\$109.25
Overtime rate	\$116.84	\$121.51	\$126.37

The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract.

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice

shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement, therefore.

5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on this Contract or other projects, for the week by that individual. The CONSULTANT shall bill overtime according to the negotiated hourly billing rates per classification in Appendix "D" Section A.2.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice voucher shall be submitted to the party referred to in Paragraph 23 Notice to Parties.
2. The invoice shall represent the value, to the Local Public Agency, of the partially completed work as of the date of the invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, number of hours worked since the last invoice voucher was submitted, and the hourly rate.
3. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT, and the status will be evaluated.

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