



# 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, September 20, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

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

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

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

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*"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](mailto: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**

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**2. COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER JONES**

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**3. DEPARTMENT UPDATES**

Health – Lori Kelley  
Jail – Kyle Gibbons

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

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**5. APPROVAL OF MINUTES**

September 13, 2023

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4

**6. APPROVAL OF CLAIMS DOCKET**

Accounts Payable – September 20, 2023  
Payroll – September 22, 2023

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**7. REPORTS**

None

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**8. NEW BUSINESS**

**A. SRI, INC. ONLINE TAX SALE AGREEMENT**

**15**

**Fund Name:** County General  
**Fund Number:** 1000  
**Amount:** Not to exceed \$5,000  
**Presenter:** Jessica McClellan

This agreement is for SRI to hold the 2023 tax sale online on their online platform on October 3, 2023. This is a service agreement for the sale only, not for any other services that SRI offers in tax sales. The county still accomplishes all the noticing, title search, tax collection, and bidder registration requirements for a tax sale. The county will pay SRI \$20 per parcel offered for sale on October 3, 2023. Tax sale costs are paid from the county general unappropriated. There is a tax sale fee collected from all tax sale parcels as of July 1, 2023, that covers this cost and other costs incurred by the county in conducting the tax sale.

**B. JOHN KOGGE SERVICE AGREEMENT**

**23**

**Fund Name:** Non reverting  
**Fund Number:** 1179  
**Amount:** Not to exceed \$150  
**Presenter:** Kelli Witmer

MCPR Board has approved a service agreement with John Kogge in the amount not to exceed \$150.00, to provide a two (2) hour musical performance at Bug Fest 2023. This year, Bug Fest is being hosted at Karst Farm Park on Saturday, September 23, from 10am - 2pm.

**C. JOE LEE SERVICE AGREEMENT**

**27**

**Fund Name:** Non reverting  
**Fund Number:** 1179  
**Amount:** Not to exceed \$100  
**Presenter:** Kelli Witmer

MCPR Board has approved a service agreement with Joe Lee in the amount not to exceed \$100.00, to hold two (2) performances of "Jungle Joe's Flea Circus" at Bug Fest 2023. This year, Bug Fest is being hosted at Karst Farm Park on Saturday, September 23, from 10am - 2pm.

**D. RESOLUTION 2023-27; 2024 MONROE COUNTY GOVERNMENT HOLIDAYS**

**31**

**Presenter:** Angie Purdie

Requesting approval of Resolution 2023-27; 2024 Monroe County Government Holidays.

**E. RATIFICATION OF OPIOID SETTLEMENT GRANT STATE FUND # 57895**

**33**

**Fund Name/Number:** TBD  
**Grant Amount:** \$576,000  
**Presenter:** Angie Purdie

The State DMHA is providing State Opioid Settlement funds as Match money for Monroe County's local Opioid Settlement funds to support two projects.

Project #1: Funding covers the cost of the acquisition and outfitting for services of a building and an outreach van that will be the property of the IRA. The intend it to provide comprehensive harm reduction services to support people in any stage of recover and empower them to choose their path of recovery. The building will be purchased by IRA and must remain in IRA's care serving people who use drugs, individuals with a substance use disorder, and/or mental health diagnosis for at least five years. The building must also provide recovery supportive services for all paths of recovery. Through the purchase of a van, IRA will be able to continue to expand and provide a supportive, stigma-free, evidence-based model with their harm reduction street outreach team in Monroe County and surrounding areas. Outreach Van make and model must be approved by DMHA before purchasing.

Project #2: Monroe County Health Department will expand their current harm reduction efforts by purchasing and distributing harm reduction supplies to local organizations that provide evidence-based harm reduction services for our communities. Monroe County will receive \$576,000 in matching funds from the State.

- F. PROFESSIONAL SERVICES SUPPLEMENTAL AMENDMENT: OPIOID SETTLEMENT 52**  
**Amount:** Reduction from 33.3% to 8.7%  
**Presenter:** Jeff Cockerill

This Amendment changes the Fee Rate for the Opioid Settlement with the County's retained Counsel from 33.3% to 8.7%.

- G. DLZ INDIANA, LLC PROFESSIONAL SERVICES AGREEMENT 54**  
**Fund Name:** EDIT BAN  
**Fund Number:** 4816  
**Amount:** Based upon total construction costs. Predesign not to exceed \$315,000  
**Presenter:** Jeff Cockerill

The agreement will cover the cost associated with DLZ for certain professional services needed for the locating, programming, design, and construction of a new jail. This contract is assuming utilization of a construction manager as an advisor (CMA).

The current agreement includes Predesign (Master Planning and Building Programming), Schematic Design, Design Development Phase, Construction Documents Phase, Procurement Phase Services, and Construction Phase services. Each steps requires approval by the Commissioners before beginning work on the next phase.

If the County chooses to build both the Jail facility and additional buildings for co-location of the justice system simultaneously, this contract would provide for DLZ to perform the services for each component.

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**9. APPOINTMENTS**

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**10. ANNOUNCEMENTS**

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**11. ADJOURNMENT**



# MONROE COUNTY COMMISSIONERS

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## COMMISSIONERS' HYBRID MEETING SUMMARY MINUTES Wednesday, September 13, 2023, at 10:00 am Nat U. Hill Meeting Room – 3<sup>rd</sup> Floor, Courthouse and Zoom Connection

<https://monroecountyin.zoom.us/j/84353337265?pwd=MWZ4dU9qWGVlMUUwV3RoeDFldG5GUT09>  
Meeting ID: 843 5333 7265 Password: 162537 Dial by your location: 1 312 626 6799 US (Chicago)

### 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** 10:02 am

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2. **COMMISSIONERS' PUBLIC STATEMENT READ BY COMMISSIONER GITHENS** 10:02 am

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4. **PROCLAMATION** 10:03 am  
HISPANIC HERITAGE MONTH – SEPTEMBER 15 THROUGH OCTOBER 15, 2023

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5. **HONORABLE JUDGE VIOLA TALIAFERRO PLAQUE DEDICATION** 10:06 am

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6. **DEPARTMENT UPDATES** 10:09 am  
Health – Lori Kelley

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7. **PUBLIC COMMENT- For items NOT on the agenda (limited to 3 minutes per speaker)** 10:13 am  
None

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8. **APPROVAL OF MINUTES** 10:14 am  
September 06, 2023

Thomas made a motion to approve. Jones seconded.

Githens called for a voice vote.  
Motion carried 3-0.

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**9. APPROVAL OF CLAIMS DOCKET**  
Accounts Payable – September 13, 2023

10:14 am

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

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**10. REPORTS**  
None

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**11. NEW BUSINESS**

**A. CARES BOARD CHECK DISBURSEMENT TO 2023 GRANTEES**  
**Fund Name:** Drug Free Community  
**Fund Number:** 1148  
**Amount:** \$43,500.67  
**Presenter:** Steve Malone and Lisa Meuser

10:15 am

This year we had \$43,500.67 to allocate; we will be asking for the 13% for our operating costs this year because we allocated about 10% each of the last 5 years for operating costs.

**Treatment:** \$12,500.23 (29%)

**Justice:** \$12,500.23 (29%)

**Prevention:** \$12,500.21 (29%)

**CARES Council:** \$6,000.00 (13%)

The CARES board is the local coordinating council (or LCC) for Monroe County and the Monroe County Commissioners. Each county in Indiana has an LCC. These councils were established by executive order under Governor Bayh as part of the Drug Free Indiana mission to support and promote local efforts to prevent and reduce harmful involvement with alcohol and other drugs.

The primary responsibility of the board is to distribute funds to justice, treatment and prevention programs and initiatives in Monroe County. The process begins with community assessment where we collect data and input about what is happening here. This assessment provides the framework for our community plan which lists objectives or steps that could be taken to reduce community drug and alcohol issues. The plan is sent to the state for approval. Once approved, the grant process proceeds. The Drug Free Communities Grant Funds (according to Indiana Code 5-2-11-5) come from alcohol countermeasure fees and drug interdiction fees. These are fees assigned by all judges --- they are not always collected since some people can't pay.

The funds are allocated by making 25% of the total available to Justice, Treatment and Prevention programs that apply for grants... with the remaining percent for operating costs or to be spread out across the three main categories.

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

**B. IVY TECH FACILITY RENTAL AGREEMENT**  
**Presenter:** Lori Kelley

10:20 am

The Monroe County Health Department is requesting approval of a rental agreement with Ivy Tech. The purpose of this agreement is to allow a place to host a Safe Worship Training. This training will provide education and training for faith-based communities to assist with safeguard strategies to reduce the risk of violence and the number of injuries during an attack. There is no charge for use of the classroom with this agreement.

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

**C. NEW CONTRACT NUMBER FOR STRENGTHENING PREVENTION AND CONTROL FOR HEALTH GRANT**

10:21 am

**Fund Name:** STD Strengthening prevention  
**Fund Number:** 8112  
**Amount:** \$170,000  
**Presenter:** Lori Kelley

The Indiana Department of Health has issued a new contract number for a previously submitted agenda request grant agreement for Strengthening Prevention and Control for Health. The grant agreement previously submitted and approved on May 24th was later voided by the Indiana Department of Health and reissued with a new contract number. The grant award amount has remained the same, as well as grant service requirements. This funding helps to support Disease Intervention Services.

The Monroe County Health Department provides services to the following 12 counties for disease intervention: Bartholomew, Brown, Clay, Green, Lawrence, Monroe, Owen, Parke, Putnam, Sullivan, Vermillion, and Vigo. The primary goal of disease intervention is to prevent the spread of disease and the development of complications by implementing the 4 core components of surveillance, case detection, case follow-up, and education.

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

**D. MATRIX INTEGRATION FOR SHERIFF'S RESERVES BUILDING**

10:23 am

**Fund Name:** Cumulative Capital  
**Fund Number:** 1138  
**Amount:** Not to exceed \$5,400  
**Presenter:** Greg Crohn

We have been working for several months to restore network connectivity to the Sheriff's Reserves Building. The scope of work listed the fixed quote approved by the Board of Commissioners on August 5th from Matrix Integration, does not fully cover the work required, as was discovered by Matrix when work began. The original fixed fee quote has been canceled, and Matrix has outlined a time and materials based quote. Proposal is for a maximum of 24 hours to complete project at a rate of \$225 per hour, in an amount not to exceed \$5,400.00.

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

**E. RICH FIGG APPRAISAL SERVICES**  
**Fund Name:** ~~EDIT BAN~~ Westside TIF  
**Fund Number:** ~~4816~~ 4920  
**Amount:** \$3,000  
**Presenter:** Jeff Cockerill

10:25 am

This appraisal agreement is the second agreement for appraisal for property adjacent to the County's Thomson site. The price is a verbal quote, a written quote has been requested.

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

**F. SHAWN PATTERSON APPRAISAL SERVICES**  
**Fund Name:** ~~EDIT BAN~~ Westside TIF  
**Fund Number:** ~~4816~~ 4920  
**Amount:** \$\$4,710 for appraisal/\$250 per hour for witness component  
**Presenter:** Jeff Cockerill

10:27 am

This appraisal agreement is for necessary to prepare for potential litigation. There is a potential that Mr. Patterson will need to be a witness at the litigation. A quote has not been received at the time of the agenda deadline.

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

**G. SALT CREEK TOWNSHIP BOARD DETERMINATION OF MEMBERSHIP**  
**Presenter:** Jeff Cockerill

10:29 am

At the last election, the Salt Creek Township Board had two members elected to the three member board. That left two former Board members, who may hold over in office. Indiana Code 3-13-10-6.5 provides the County Commissioners the authority to determine which of the members will be considered the hold over. This item is providing the Commissioners that opportunity.

The Indiana Election Division was contacted due to the timeframe indicated in the statute. Indiana Code 3-13-11-20 allows the Commissioners to retain this power and act at this time.

Thomas made a motion to approve. Jones seconded.  
Githens made a motion to nominate Guy Cunningham as the hold-over candidate for Salt Creek Township Board. Thomas seconded.  
No public comments.  
Githens called for a voice vote.  
Motion carried 3-0.

- H. INDOT PROJECT COORDINATION FOR ROCKPORT ROAD BRIDGE #308 REPLACEMENT** 10:34 am  
**Fund Name:** Rockport Road, Bridge #308  
**Fund Number:** 8166  
**Amount:** \$1,660,800  
**Presenter:** Lisa Ridge

This contract is for project coordination with INDOT for the replacement of Bridge #308 on Rockport Road. This is an 80-/20 split Federal Aid Project.

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

- I. BEAM LONGEST AND NEFF, LLC SUPPLEMENTAL #2 FOR ROCKPORT ROAD BRIDGE #308** 10:35 am  
**Fund Name:** Rockport Road, Bridge #308  
**Fund Number:** 8166  
**Amount:** \$20,200  
**Presenter:** Lisa Ridge

This supplemental is for additional engineering services for the following items:  
Right-of-Way Engineering, Forested Floodway Habitat Assessment, and Local Floodplain Development Permit.

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

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- 12. APPOINTMENTS** 10:37 am  
None

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- 13. ANNOUNCEMENTS** 10:37 am

The Board of Commissioners will host two listening sessions regarding the Thomson Site location for the new corrections campus on **Wednesday, September 20<sup>th</sup>, at 6:30 pm** at Summit Elementary School and also on **Sunday, September 24<sup>th</sup>, at 3pm** at **RCA Community Park**. A Spanish-language interpreter will

be on hand to assist as needed. This is an opportunity for neighbors and the general public to share their concerns and questions. Members of the public who are not able to attend either meeting are encouraged to email their feedback to the Board of Commissioners at [commissionersoffice@co.monroe.in.us](mailto:commissionersoffice@co.monroe.in.us)

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

Accepting applications for certain boards and commissions. Go to [www.co.monroe.in.us](http://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](http://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:

**Wednesday, October 18, 10am - 3pm**

**Thursday, October 19, 1pm – 6pm**

**Wednesday, November 8, 1pm – 6pm**

**Friday, November 10, 10am – 3pm**

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

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**14. ADJOURNMENT**

10:38 am

The summary minutes of the September 13, 2023, Board of Commissioners' meeting were approved on September 20, 2023.

**MONROE COUNTY COMMISSIONERS**

***"Aye"***

***"Nay"***

\_\_\_\_\_  
Penny Githens, President

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Penny Githens, President

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Julie Thomas, Vice President

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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 SUMMARY  
September 13, 2023  
Nat U. Hill Meeting Room - 3<sup>rd</sup> Floor, Courthouse and Zoom Connection**

**1. DLZ Indiana, LLC agreement for Predesign, Design, and Construction Services  
For new County Jail.**

Jeff Cockerill, Legal

*This item will be brought back Wednesday, September 20, 2023.*

**2. Resolution 2023-27; 2024 Monroe County Government Holidays**

Angie Purdie, Commissioners’ Administrator

*This item will be brought back Wednesday, September 20, 2023.*

**3. Indiana Department of Health Harm Reduction Grant for Indiana Recovery Alliance  
and Monroe County Health Department**

*Thomas made a motion to approve. Jones seconded.*

*No public comments.*

*Githens called for a voice vote.*

*Motion carried 3-0.*



## **PROCLAMATION**

### **HISPANIC HERITAGE MONTH**

- WHEREAS:** Hispanic Heritage Month is celebrated each year from September 15<sup>th</sup> to October 15<sup>th</sup> as a time to recognize the celebrate the many contributions, diverse cultures, and extensive histories of the American Latino community.
- WHEREAS:** The month also celebrates the independence days of several Latin American countries, including Costa Rica, El Salvador, Guatemala, Honduras, and Nicaragua on September 15<sup>th</sup>, Mexico on September 16<sup>th</sup>, and Chile on September 18<sup>th</sup>.
- WHEREAS:** This year's theme is Building Prosperous and Healthy Communities, something which we strongly support.
- WHEREAS:** From the earliest days of our country, the United States has been enriched by the contributions of Hispanic writers, scientists, soldiers, doctors, nurses, caregivers, entrepreneurs, academics, and leaders.
- WHEREAS:** We wish to honor Cesar Chávez, Dolores Huerta and other Latino activists who, in 1962, led the effort to defend the rights of farm workers, seeking better wages and working conditions.
- WHEREAS:** We celebrate Sonia Sotomayor, who – in 2009 – became the first Latina, and only the third woman to serve on the Supreme Court of the United States.
- WHEREAS:** During Hispanic Heritage Month, we reaffirm our belief that diversity is one of our country's greatest strengths, and we seek to broaden that diversity in Monroe County.

**NOW, THEREFORE:** We, the Monroe County Board of Commissioners proclaim September 15<sup>th</sup> through October 15<sup>th</sup>, 2023, as

### **HISPANIC HERITAGE MONTH IN MONROE COUNTY**

***PROCLAIMED THIS THIRTEENTH DAY OF SEPTEMBER, TWO THOUSAND TWENTY-THREE.***

**THE MONROE COUNTY BOARD OF COMMISSIONERS**

**PENNY GITHENS**

**JULIE L. THOMAS**

**LEE JONES**



OFFICE OF  
**MONROE COUNTY COMMISSIONERS**  
100 West Kirkwood Avenue  
The Courthouse Room 322  
BLOOMINGTON, INDIANA 47404

Telephone 812-349-2550  
Facsimile 812-349-7320

*Penny Githens, President   Julie Thomas, Vice President   Lee Jones, Commissioner*

Judge Viola “Vi” Taliaferro plaque dedication

Commissioner Jones:

Good afternoon. The Monroe County Board of Commissioners is assembled here today to formally recognize the life and work of a truly extraordinary person—Judge Viola “Vi” Taliaferro. It is in Judge Taliaferro's honor that we dedicate this plaque. It will hang in the Monroe County Courthouse in perpetuity.

Now, it's worth noting that Judge Taliaferro had already lived quite a full life well before she embarked on her legal career.

She earned an undergraduate degree from Virginia State and a master's from Johns Hopkins. She worked in education—first as Supervisor of Admissions for the Tuskegee Institute and later as an administrator at Howard University Medical School. She also served as a public school teacher and an administrator in Baltimore. And she was a wife and the mother of four children.

All that—and *then* she came to Indiana University. She graduated with a law degree in 1977 and hit the ground running. She practiced family and criminal law in Monroe County and, by 1989, she was named a Monroe Circuit Court Magistrate. She went on to serve as a Monroe Circuit Court judge from 1995 to 2004. Judge Taliaferro was Monroe County's first African-American judge and a trailblazer in many other ways.

Commissioner Githens:

During her tenure, Judge Taliaferro completely reshaped the local juvenile justice system. She was one of the first judges in Indiana to approve adoption for non-married, same sex couples.

And, as a juvenile court judge, Judge Taliaferro brought a firm kindness to the work she did. One local attorney who had worked closely with her recalled that, “She believed all children should be heard, and that there was always a story behind why they had run into trouble.”

When Her Honor dealt with the young people brought before her, she would often tell them that they were good kids who had done some bad things. As Judge Taliaferro once explained, “I think the children are our greatest assets and our greatest resources.” And, clearly, she did believe that.

Commissioner Thomas:

Leading by example, Judge Taliaferro inspired those she encountered in and out of her courtroom to do their very best in this life. As a result, she earned countless honors, including Bloomington's Woman of the Year, The Liberty Bell Award from the Monroe County Bar Association, and many, many more. An honor in and of itself, still *other* awards are now given in Judge Taliaferro's name.

Sadly, she passed away on June 12th of this year. She was 94.

But today, with our formal dedication, we hope that all who pass by this plaque will remember the Honorable Judge Viola “Vi” Taliaferro and her devotion to the well-being of children. Her tireless service to others. Her kindness and empathy. And her tough-but-fair sensibility.

She made an indelible mark on all of Monroe County, and we are truly grateful that she chose to live and work in our community. Thank you.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This agreement is for SRI to hold the 2023 tax sale online on their online platform on Oct 3rd. This is a service agreement for the sale only, not for any other services that SRI offers in tax sales. The county still accomplishes all the noticing, title search, tax collection and bidder registration requirements for a tax sale. The county will pay SRI \$20 per parcel offered for sale on Oct. 3rd. Tax sale costs are paid from county general unappropriated. There is a tax sale fee collected from all tax sale parcels as of July 1 that covers this cost and other costs incurred by the county in conducting the tax sale.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="County General"/>	<input type="text" value="1000"/>	<input type="text" value="Not to exceed \$5,000"/>

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:

## **TAX SALE INTERNET AUCTION SERVICES AGREEMENT**

**THIS AGREEMENT**, executed on this   20th   day of   September  , 2023, (hereinafter the "Beginning Date") is entered into by and between SRI, Incorporated ("SRI" or "Contractor"), 8082 Bash Street, Indianapolis, IN 46250 and Monroe County, Indiana (the "County") by and through the Monroe County Board of Commissioners, 100 West Kirkwood Avenue, Bloomington, IN 47404. In consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the County elects to obtain and, upon acceptance hereof, SRI agrees to provide in accordance with the terms of this Agreement, tax sale internet auction services more specifically described as follows:

1. **Description of Services.**

- (a) SRI shall, from various reports, data and information to be provided by the County:
  - (i) prepare a list of properties for which taxes and/or special assessments are delinquent;
  - (ii) place said list and rules of the sale on an approved web site in advance of the sale;
  - (iii) update list as necessary prior to sale;
  - (iv) conduct a tax sale by using internet bidding on SRI's approved web site and by using SRI's auction software also overseeing and administering the public access bidding;
  - (v) the entire tax sale will stay open for the duration of the auction;
  - (vi) participate in the auction in a manner consistent with the rules established by the County and the laws of the State of Indiana;
  - (vii) provide the County with reports necessary and helpful in balancing the sale and completing its final accounting procedure for the sale; and

- (vii) assist the County, or its third party designee, in the collection of bids and make available any resources and expertise in the use of the Automated Clearing House system.
- (b) The County and its Information Technology Department, respectively as their duties require, shall provide in a timely manner:
  - (i) all necessary information and records as requested by SRI to prepare the required lists;
  - (ii) review of all information prepared for accuracy;
  - (iii) updates to the list at reasonable intervals to update the web site; and
  - (iv) approval of bidders for the sale and processing for the collection of bids, thereby handling all tax monies internally.

2. **Fees and Expenses.** In consideration for the services provided by SRI pursuant to this Agreement, and subject to the terms and conditions of the Agreement, the County, pursuant to the laws of the State of Indiana, agrees to compensate SRI \$20.00 (twenty dollars) per each parcel offered to on the date of the tax sale. SRI is entitled to receive, once the sale is balanced, the sum of the number of parcels offered times the \$20.00 (twenty dollar) fee. The total cost of auction services provided by SRI to the County shall not exceed \$5,000.00 (five thousand dollars).

3. **Disclosure of Information.** SRI recognizes and acknowledges that it will have access to certain confidential information of the County. SRI will not during, or after, the term of this Agreement, disclose any such confidential information to any person or firm, corporation, association, or any other entity for any reason or purpose whatsoever, unless required by law or upon the prior written consent of the County. In the event of a breach or a threatened breach by SRI of the provisions of this Section, the County shall be entitled to an injunction enjoining SRI from disclosing, in whole or in part, such confidential information.

4. **Limitation of Liability.** The County hereby agrees that in no event shall SRI be liable for any loss of profit or indirect, special, incidental or consequential damages as a result of the use by SRI of inaccurate, omitted, erroneous, fraudulent, or other insufficient information supplied to SRI by the County or any of its agents or employees under this Agreement, or by the actions, fault, failure or negligence of any individual not employed by or a principal of SRI.

5. **Right to Contract.** SRI and the County each warrant that neither its execution and delivery of this Agreement, nor its performance of the provisions hereof is, or will constitute, a violation on its part of any applicable law or regulation or any contract, indenture or other agreement or relationship to which it is a party or by which it is bound and each agrees that it will indemnify and save the other harmless from and against any loss, costs, liability, damages or expense by reason of any claim which may be asserted to the contrary by any third party.

6. **Independent Contractor.** The parties hereto understand and agree that Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the County, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the County harmless from and against any and all claims for the same period. Contractor acknowledges and agrees that all of its personnel are its employees only, and not employees or agents of the County for any purpose whatsoever, including for purposes of Worker's Compensation.

7. **Statutory Compliance Provisions.**

(A) SRI affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien. SRI shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. SRI is not

required to participate should the E-Verify program cease to exist. SRI shall not knowingly employ or contract with an unauthorized alien. SRI shall not retain an employee or contract with a person that SRI subsequently learns is an unauthorized alien. SRI shall require its subcontractors, who perform work under this Agreement, to certify to SRI that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. SRI agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(B) SRI and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, sexual orientation, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

(C) SRI certifies and affirms under penalties for perjury that:

- (1) the person signing this Agreement is a duly authorized officer, agent, or representative of SRI;
- (2) that he or she has personal knowledge of the activities of SRI with respect to its investment activities;
- (3) SRI does not engage in investment activities in Iran, as that activity is defined in IC 5-22-16.5-1 et seq.; and SRI acknowledges that the County is entering into this Agreement in reliance upon the representations made in this Certification.

8. **Notice Procedure.** Except as otherwise provided in this Agreement, notice, where required hereunder, shall be sent by registered or certified mail, return receipt requested, to the other party at the address set forth above and will be effective upon acceptance thereof. Either party may provide for change of its address by sending notice of its new address in the same manner.

9. **Applicable Law.** This Agreement shall be governed and interpreted by the laws of the State of Indiana and subject to:

(a) **Headings.** All headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

(b) **Invalidity.** If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired thereby.

(c) **Excuse from Performance.** SRI shall be excused from performance hereunder for any period it is prevented from performing any of its obligations hereunder, in whole or in part, as a result of an act of God, war, civil disturbance, court order or other cause beyond its reasonable control, and such nonperformance shall not be a ground for termination hereof or default hereunder.

(d) **No Guarantee.** SRI hereby agrees to use its best efforts to perform all services provided herein and in any addendum made a part hereof, but in no event does SRI guarantee the collection of any delinquent taxes, assessments, penalties, fees or other charges, and nothing herein or contained in any addendum made a part hereof shall be interpreted as such a guarantee.

(e) **Entire Agreement.** This Agreement and any addenda made a part hereof constitutes the entire agreement and understanding of the parties, and supersedes all prior written and oral understandings.

(f) **Amendments and Modifications.** No amendment or modification to this Agreement shall be effective unless made in writing and executed by all parties hereto.

10. **Term of Agreement.** Unless sooner terminated by SRI or the County pursuant to the terms of this Paragraph 12, the term of this Agreement shall commence on and continue from the Beginning Date for a period of one (1) year. Further, either party may terminate this Agreement during the term hereof after giving the other party thirty (30) days prior written notice of its intention to terminate this Agreement; provided, however, that

neither party may provide such written notice indicating its intention to terminate this Agreement prior to the expiration of a ninety (90) day period commencing on the Beginning Date.

11. **Compliance with County Harassment Policy.** Each party shall comply with all federal, state, and municipal laws, rules and regulations which are applicable to the performance of this Agreement, including Monroe County’s policies and regulations prohibiting any and all types of harassment. A copy of the County’s policies shall be made available to Contractor. Contractor shall ensure all Contractor’s employees, who interact with Monroe County, receive a copy of and are made aware of Monroe County policies and regulations.

**IN WITNESS WHEREOF**, Contractor and Treasurer execute this Agreement as dated below and may, if necessary, execute the Agreement in two counterparts, each of which shall be deemed an original.

SRI, Incorporated  
“Contractor”

Monroe County Treasurer

\_\_\_\_\_  
By: James Hughes,  
SRI, Incorporated President  
Date:

\_\_\_\_\_  
By: Jessica McClellan  
Monroe County Treasurer  
Date:

Pursuant to Monroe County Code 266-5(C) this Services Agreement is  
APPROVED BY THE MONROE COUNTY BOARD OF COMMISSIONERS  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**MONROE COUNTY BOARD OF COMMISSIONERS**

"AYES"

"NAYS"

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Penny Githens, President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Julie Thomas, Vice President

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Lee Jones

ATTEST:

\_\_\_\_\_  
Catherine Smith, Auditor



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

MCPR Board has approved a service agreement with John Kogge in the amount not to exceed \$150.00, to provide a two (2) hour musical performance at Bug Fest 2023.  
This year, Bug Fest is being hosted at Karst Farm Park on Saturday, September 23, from 10am - 2pm.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Non-Reverting - Contractual"/>	<input type="text" value="1179-30006-0000"/>	<input type="text" value="Not to Exceed \$150.00"/>

Presenter:

**Speaker(s) for Zoom purposes:**

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

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

Attorney who reviewed:

## **Agreement for Services**

This Agreement is made between John Kogge ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

**1. Scope of Project, Price, Expiration Date.**

- a. The Contractor agrees to provide a musical performance at "Bug Fest" to be held on September 23, 2023 at Monroe County Karst Farm Park. The performance will last two (2) hours in duration. Actual time for performances will be coordinated between Contractor and John Robertson, Monroe County Parks and Recreation Assistant Director. Contractor agrees to obtain any permits required for performance, if needed.
- b. Monroe County agrees to assist Contractor with sound system set up.
- c. The total amount paid to Contractor shall not exceed a total of \$150 without further written approval by Monroe County. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. 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. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- d. The Agreement expires on September 24, 2023.

**2. Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

**3. 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 the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board, in its sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

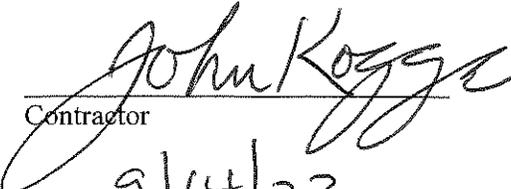
**4. Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, 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.

5. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
  - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
9. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, 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.

  
Contractor  
9/14/23  
Date

*(Remainder of the page left blank intentionally)*

**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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

MCPR Board has approved a service agreement with Joe Lee in the amount not to exceed \$100.00, to hold two (2) performances of "Jungle Joe's Flea Circus" at Bug Fest 2023.  
This year, Bug Fest is being hosted at Karst Farm Park on Saturday, September 23, from 10am - 2pm.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="Non-Reverting - Contractual"/>	<input type="text" value="1179-30006-0000"/>	<input type="text" value="Not to Exceed \$100.00"/>

Presenter:

**Speaker(s) for Zoom purposes:**

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

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

Attorney who reviewed:

# Agreement for Services

This Agreement is made between Joe Lee ("Contractor") and Monroe County Parks and Recreation Board and the Monroe County Board of Commissioners (collectively, "Monroe County"). The Contractor and Monroe County mutually agree as follows:

## 1. Scope of Project, Price, Expiration Date.

- a. The Contractor agrees to perform at "Bug Fest" to be held on September 23, 2023 at Monroe County Karst Farm Park. Contractor agrees to hold two (2) performances of "Jungle Joe's Flea Circus" with each performance lasting thirty (30) minutes in duration. Actual time for performances will be coordinated between Contractor and John Robertson, Monroe County Parks and Recreation Assistant Director. Contractor agrees to obtain any permits required for performance, if needed.
- b. Monroe County agrees to provide Contractor with assistance with set up for performance.
- c. The total amount paid to Contractor shall not exceed a total of \$100 without further written approval by Monroe County. Contractor shall submit invoices, including the time and dates worked, and a detailed description of the work performed. Monroe County Parks and Recreation Department shall pay Contractor's submitted invoices within forty-five (45) days of receipt.
- d. The Agreement expires on September 24, 2023.

2. **Indemnity.** Contractor assumes all risks and responsibilities for accident, injuries or damages to person(s) or property related to performance pursuant to this Agreement, and agrees to indemnify and save harmless Monroe County from all claims, costs or suits of whatever nature, including attorneys' fees, related to performance of the service, except such claims, costs or suits arising out of the negligence of Monroe County or its employees.

3. **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 the Board before commencement of work on the Project. Failure to provide this certificate may be regarded by the Board, in its, sole discretion, as a material breach of this Agreement, and may result in its cancellation without further cause. It shall be in the Board's sole discretion whether there is a material breach under this paragraph and whether the breach should result in cancellation of this Agreement.

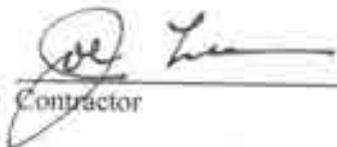
4. **Non-discrimination.** In the performance of work under this contract, it is agreed that Contractor, any of its subcontractors, or any person acting on their behalf shall not, in any manner, discriminate against or intimidate any employee or job applicant with respect to his hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his race, religion, color, sex, 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.

5. **Compliance with Law.** Contractor shall comply with all State of Indiana and Monroe County applicable laws and regulations. Contractor shall indemnify and save harmless Monroe County for any fines or expenses of any nature which it might incur from Contractor's noncompliance. Contractor will comply with IC 22-5-1.7 et seq. Specifically including the following:
  - o Contractor to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program.
  - o Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify program, if the E-Verify program no longer exists.
  - o Contractor must sign an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.
6. **Independent Contractor.** It is understood and agreed that Contractor executes this Agreement as an independent contractor, and shall not be considered an employee or agent of the Board for any purpose. Contractor shall have exclusive control over the means, methods and details of fulfilling its obligations under this Agreement. Contractor shall pay all taxes, withholdings and contributions required by Social Security (FICA) laws, Indiana and federal income tax laws, and Indiana unemployment insurance laws.
7. **Captions.** The captions of the Agreement are for convenience only, and do not in any way limit or amplify its terms.
8. **Governing Law.** This agreement shall be governed in accordance with the laws of the State of Indiana. The venue for any litigation resulting from or related to this Agreement shall be Monroe County, Indiana.
9. **Entirety of Agreement.** This Agreement, consisting of three (3) pages, 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.

  
\_\_\_\_\_  
Contractor

7/26/2023  
Date

*(Remainder of the page left blank intentionally)*

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



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

Request approval of Resolution 2023-27 2024 Monroe County Government Holidays

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

Presenter:

**Speaker(s) for Zoom purposes:**

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

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

Attorney who reviewed:

**RESOLUTION 2023-27**

**2024 MONROE COUNTY GOVERNMENT HOLIDAYS**

WHEREAS it is necessary to designate Holidays for county employees; and IT IS THEREFORE RESOLVED AND ESTABLISHED that the scheduled Holidays for Monroe County Government in the year 2024 are as follows:

Monday, January 1, 2024	New Year's Day
Monday, January 15, 2024	MLK Day
Friday, March 29, 2024	Spring Holiday
Monday, April 8, 2024	Solar Eclipse Day
Tuesday, May 7, 2024	Primary Election Day
Monday, May 27, 2024	Memorial Day
Wednesday, June 19, 2024	Juneteenth
Thursday, July 4, 2024	Independence Day
Monday, September 2, 2024	Labor Day
Tuesday, November 5, 2024	General Election Day
Monday, November 11, 2024	Veteran's Day
Thursday, November 28, 2024	Thanksgiving Day
Friday, November 29, 2024	Day After Thanksgiving
Tuesday, December 24, 2024	Christmas Eve
Wednesday, December 25, 2024	Christmas Day
Tuesday, December 31, 2024	New Year's Eve

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Wednesday, January 1, 2025                      New Year's Day

**DATED THIS TWENTIETH DAY OF SEPTEMBER, TWO THOUSAND TWENTY-THREE**

**MONROE COUNTY BOARD OF COMMISSIONERS**

**Penny Githens, President**

**Julie Thomas, Vice-President**

**Lee Jones, Commissioner**

**Attest:     Catherine Smith, Monroe County Auditor**



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

### Executive Summary:

The State DMHA is providing State Opioid Settlement funds as Match money for Monroe County's local Opioid Settlement funds to support two projects.

Project #1: Funding covers the cost of the acquisition and outfitting for services of a building and an outreach van that will be the property of the IRA. The intend it to provide comprehensive harm reduction services to support people in any stage of recover and empower them to choose their path of recovery. The building will be purchased by IRA and must remain in IRA's care serving people who use drugs, individuals with a substance use disorder, and/or mental health diagnosis for at least five years. The building must also provide recovery supportive services for all paths of recovery. Through the purchase of a van, IRA will be able to continue to expand and provide a supportive, stigma-free, evidence-based model with their harm reduction street outreach team in Monroe County and surrounding areas. Outreach Van make and model must be approved by DMHA before purchasing.

Project #2: Monroe County Health Department will expand their current harm reduction efforts by purchasing and distributing harm reduction supplies to local organizations that provide evidence-based harm reduction services for our communities.

Monroe County will receive \$576,000 in matching funds from the State.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="To be determined"/>	<input type="text" value="To be determined"/>	<input type="text" value="\$576,000"/>

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:

## GRANT AGREEMENT

### CONTRACT #000000000000000000075996

This Grant Agreement (this "Grant Agreement"), entered into by and between the Indiana Family and Social Services Administration, Division of Mental Health and Addiction (the "State") and Monroe County (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

#### 1. Purpose of this Grant Agreement; Funding Source.

The purpose of this Grant Agreement is to enable the State to award a Grant of **\$576,000.00** (the "**Grant**") to the Grantee for eligible costs of the services or project (the "**Project**") described in **Exhibits 1 and 2** of this Grant Agreement, which are attached hereto and incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 12-8-10 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

#### FUNDING SOURCE:

State Funds: **FSSA/DMHA Opioid Settlement, Fund # 57895**

#### 2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as 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 Grantee.

#### 3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Exhibit 1** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

#### 4. Term.

This Grant Agreement commences on **July 01, 2023** and shall remain in effect through **June 30, 2025**. Unless otherwise provided herein, it may be extended upon the written agreement of the

parties and as permitted by state or federal laws governing this Grant.

**5. Grant Funding.**

- A. The State shall fund this Grant in the amount of **\$576,000.00**. The approved Project Budget is set forth as **Exhibit 1** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

**6. Payment of Claims.**

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within **Sixty (60)** calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than **Sixty (60)** calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within **Sixty (60)** calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

## 7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Exhibit 1**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Exhibit 1** and that unpaid costs have been properly accrued;
- C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

## 8. Compliance with Audit and Reporting Requirements; Maintenance of Records.

- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.
- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).
- C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, <https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf>. Guidelines for filing the annual report are included in **Exhibit 2** attached hereto and incorporated herein (Guidelines for Non-governmental Entities).

## 9. Compliance with Laws.

- A. The Grantee 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. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, 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 Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration ("IDOA"). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC § 5-22-3-7:
  - (1) The Grantee and any principals of the Grantee certify that:
    - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
      - (i) IC § 24-4.7 [Telephone Solicitation Of Consumers];
      - (ii) IC § 24-5-12 [Telephone Solicitations]; or
      - (iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and
    - (B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
  - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
    - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
    - (B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement even if IC § 24-4.7 is preempted by federal law.

## **10. Debarment and Suspension.**

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement 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 Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

## **11. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(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

- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.**

As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**13. Funding Cancellation.**

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.**

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.**

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.**

The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:  
Jay Chaudhary, Director  
Division of Mental Health and Addiction  
402 W. Washington St., W-353  
Indianapolis, IN 46204  
E-mail: [Jay.Chaudhary@fssa.in.gov](mailto:Jay.Chaudhary@fssa.in.gov)
  
- B. Notices to the Grantee shall be sent to:  
Penny Githens  
Monroe County  
100 W Kirkwood, RM 204  
Bloomington, IN 47404  
Email: [pgithens@co.monroe.in.us](mailto:pgithens@co.monroe.in.us)

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Exhibits prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.**

The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

## 21. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

## 22. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

## 23. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Grant.

## 24. Federal and State Third-Party Contract Provisions.

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Exhibit 2** and incorporated fully herein.

## 25. Confidentiality, Security and Privacy of Personal Information.

Terms used, but otherwise not defined in this Grant shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164.

- A. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. **"HIPAA Rules"** mean the rules adopted by and promulgated by the US Department of Health and Human Services ("**HHS**") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
  - 1) **"HIPAA Enforcement Rule"** as defined in 45 CFR Part 16
  - 2) **"HIPAA Security Rule"** as defined in 45 CFR Part 164, Subparts A and C;
  - 3) **"HIPAA Breach Rule"** as defined in 45 CFR Part 164, Subparts A and D; and
  - 4) **"HIPAA Privacy Rule"** as defined in 45 CFR Part 164, Subparts A and E.
- C. If Grantee is deemed a Business Associate to the State, Grantee is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("**PHI**") and other Personally Identifiable Information (meaning personal information as collectively

defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Grantee under this Grant.

D. Grantee agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Grant and thereafter as may be required by federal law and such compliance will be at Grantee's sole expense. Further:

- 1) Grantee will not use or further disclose PHI or PII except as expressly permitted by this Grant or as required by law. Grantee understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. It is further provided that nothing in this Grant shall be construed to permit Grantee use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Grantee under this Grant or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
- 2) Grantee understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Grant or required by the HIPAA Privacy Rule. Such safeguards will be designed, implemented, operated, and managed by Grantee at Grantee's sole expense and following the Grantee's best professional judgment regarding such safeguards. Upon the State's reasonable request, Grantee will review such safeguards with the State. Grantee will implement the following HIPAA requirements for any forms of PHI or PII that the Grantee receives, maintains, or transmits on behalf of the State:
  - a) Administrative safeguards under 45 CFR 164.308;
  - b) Physical safeguards under 45 CFR 164.310;
  - c) Technical safeguards under 45 CFR 164.312; and
  - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Grantee understands that it is subject to the HIPAA Enforcement Rule under which Grantee may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

E. Improper Disclosure, Security Incident, and Breach Notification.

- 1) Grantee understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Grant, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "**Security Incident**" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Grantee's safekeeping (in violation of this Grant and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
- 3) If a Security Incident occurs or if Grantee suspects that a Security Incident may have occurred with respect to PHI and/or PII in Grantee's safekeeping:
  - a) Grantee shall notify the State of the Security Incident within one (1) business day of when Grantee discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Grantee reasonably

may be able to acquire within the one (1) business day.

- b) For the purposes of such Security Incidents, "**discovered**" and "**discovery**" shall mean the first day on which such Security Incident is known to the Grantee or, by exercising reasonable diligence, would have been known to the Grantee. Regardless of whether the Grantee failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Grantee will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
- c) In collaboration with the FSSA Privacy & Security Office, Grantee shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Grantee personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Grantee's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Grantee shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- e) Grantee and the FSSA Privacy & Security Office will collaborate on the results of Grantee's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
  - (i) Grantee agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Grantee's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
  - (ii) Grantee further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Grantee will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Grantee's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
  - (iii) Grantee accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
  - (iv) Grantee will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
  - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Grantee is directed to do so by the FSSA Privacy & Security Office.

- g) Grantee will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- F. Subcontractors. Grantee agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Grantee (in compliance with this Grant) that will create, receive, maintain, or transmit State PHI/PII on Grantee's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Grantee with respect to such PHI/PII.
- G. Access by Individuals to their PHI. Grantee acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Grantee has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses and disclosures of such PHI, except as otherwise provided therein. Grantee shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Grantee). In situations in which Grantee does not have direct possession of such PHI, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- H. Access to Records. Grantee shall make available to HHS and/or the State, Grantee's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Grantee by the State or created, received, maintained, or transmitted by Grantee on the State's behalf. Grantee shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee) for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to HHS.
- I. Return of Protected Health Information. Upon request by the State or upon termination of this Grant, Grantee will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Grantee by the State, including PHI or PII created, received, maintained, or transmitted by Grantee on the State's behalf and Grantee shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Grantee will not retain any copies of any such PHI and PII and shall warrant same in writing.
- J. At the sole discretion of the State, the State may terminate this Grant for Grantee's material breach of this Section.
- K. Grantee agrees to participate in a disaster recovery plan, as appropriate to the Grantee's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- L. Drug and Alcohol Records. In the performance of the Services under this Grant, Grantee may have access to confidential information regarding alcohol and drug abuse patient records. Grantee agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Grantee for the purposes of this Grant will not be disclosed or discussed with others without the prior written consent of the State. The Grantee and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable federal or state law or regulatory requirement concerning such information. The Grantee will report any unauthorized disclosures of such information in compliance with Section 25.F.
- M. Confidentiality of State Information. The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based

upon or disclosed to the Grantee for the purpose of this Grant, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Grantee for the State under this Grant may require or allow access to data, materials, and information containing Social Security numbers maintained by the State 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 Grantee and the State 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 Grantee, Grantee 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 Grant. The Grantee shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery.

- N. Grantee will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Grantee or any subcontractor, agent or person under Grantee's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Grantee, who shall provide qualified and competent counsel to represent the State interest at Grantee's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Grantee responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.
- O. Grantee shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this Grant. Grantee is responsible for validating that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

**26. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties.**

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**27. Marijuana Attestation Statement by SAMHSA.**

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. §§ 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

**28. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2022 SCM Template) in any way except as follows:

**6. Payment of Claims.** Modified.

**25. Confidentiality, Security and Privacy of Personal Information.** Modified.

**27. Marijuana Attestation Statement by SAMHSA.** Added.

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**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **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 Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**Agreement to Use Electronic Signatures**

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

Monroe County

Indiana Family and Social Services Administration, Division of Mental Health and Addiction

DocuSigned by:  
By: *Penny Githens*  
1E0F5FF84AC4468...

DocuSigned by:  
By: *Jay Chaudhary*  
AB7D1803DC3F4A9...

Title: President- Penny Githens

Title: Director

Date: 9/15/2023 | 14:42 EDT

Date: 9/15/2023 | 11:43 PDT

Electronically Approved by: Department of Administration  By: Rebecca Holw erda, Commissioner (for)	
Electronically Approved by: State Budget Agency  By: Zachary Q. Jackson, Director (for)	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: Theodore E Rokita, Attorney General (for)

## **Exhibit 1 Scope of Work**

### **Monroe County Indiana Opioid Settlement Match Grant**

#### **Overview**

The purpose of this contract is for DMHA to provide State Opioid Settlement funds as a match to Monroe County's local Opioid Settlement funds to support two projects in Monroe County. The Monroe County commissioners will serve as the fiscal agent for this contract and will partner with The Indiana Recovery Alliance (IRA) in purchasing a building and outreach van for harm reduction street outreach and Monroe County Health Department (MCHD) to expand their harm reduction services.

#### **Project One:**

IRA is a harm reduction focused grassroots organization in Monroe County Indiana. Funding for this project will cover the cost of the acquisition and outfitting for services of a building and an outreach van to be the property of the IRA. This initiative will allow IRA to provide comprehensive harm reduction services to support people in any stage of recovery and empower them to choose which path of recovery is best for them. The building will be purchased by IRA and must remain in IRA's care serving people who use drugs, individuals with a substance use disorder, and/or mental health diagnosis for at least five years. The building must also provide recovery supportive services for all paths of recovery. Through the purchase of a van, IRA will be able to continue to expand and provide a supportive, stigma-free, evidence-based model with their harm reduction street outreach team in Monroe County and surrounding areas. Outreach Van make and model must be approved by DMHA before purchasing.

#### **Project Two:**

Monroe County Health Department will expand their current harm reduction efforts in Monroe County by purchasing and distributing harm reduction supplies to local organizations that provide evidence-based harm reduction services for Monroe County communities.

The Monroe County Commissioners will submit monthly reports to DMHA along with claims for these two projects. The monthly reports will include:

- Number of people served.
- Demographics for people served.
  - Race, gender, age, ethnicity etc.
- ▲ Number of Individuals and Organizations served.
- Summary of program successes and barriers for the month
- If there's staff turnover for any position covered by these funds, then include a new hire plan and timeline.

#### **Conditions**

- Grantee is expected to understand and follow all Additional Terms and Conditions, if included.
- Funds will be paid as detailed in Table below, following successful processing of claims invoice submissions.
- All invoices should be received by **the 20th day of the month following the completion of the deliverable**, unless otherwise noted. (Example: January monthly invoice is due no later than February 20th.)

- Grantee will submit invoices based on the activities below and will not invoice for amounts in excess of the allowable amount per activity.
- Forms, reports, and other documentation must be submitted along with invoices for consideration of successful completion of each project activity being billed. Invoices submitted without appropriate documentation will not be processed until documentation is received. Documentation required to be submitted with each monthly invoice and the corresponding line items are detailed in this document.
- Once contract is executed, an FSSA claims packet and claims form with instructions will be emailed to the appointed designee. Please follow all instructions on that form.
- Grantee is expected to “carbon copy” (CC) contract owner at DMHA when emailing claims for approval.

**Table 1: Indiana Recovery Alliance: SFY24**

<b>Project Activity/ Cost</b>	<b>Due Date</b>	<b>Unit</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Maximum Allowed</b>	<b>Documentation for Invoicing</b>
Outreach Van	July 2023 – June 2024	Actual Cost			\$100,000	Copy of purchase receipt
Building Purchase	July 2023 – June 2024	Actual Cost			\$350,000	Copy of purchase receipt
				<b>Total</b>	\$450,000	

**Table 2: Monroe County Health Department: SFY24**

<b>Project Activity/ Cost</b>	<b>Due Date</b>	<b>Unit</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Maximum Allowed</b>	<b>Documentation for Invoicing</b>
Harm Reduction Supplies	Monthly July 2023 – June 2024	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				<b>Total</b>	\$51,000	

**Table 3: Monroe County: SFY24**

<b>Project Activity/ Cost</b>	<b>Due Date</b>	<b>Unit</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Maximum Allowed</b>	<b>Documentation for Invoicing</b>
Monthly Report	Monthly July 2023 – June 2024	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				<b>Total</b>	\$12,000	

**Table 4: Monroe County Health Department: SFY25**

<b>Project Activity/ Cost</b>	<b>Due Date</b>	<b>Unit</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Maximum Allowed</b>	<b>Documentation for Invoicing</b>
Harm Reduction Supplies	Monthly July 2024 – June 2025	Each	12	\$4,250	\$51,000	Itemized spreadsheet for cost of supplies being claimed for each month
				<b>Total</b>	\$51,000	

**Table 5: Monroe County: SFY25**

<b>Project Activity/ Cost</b>	<b>Due Date</b>	<b>Unit</b>	<b>Total Units</b>	<b>Unit Rate</b>	<b>Maximum Allowed</b>	<b>Documentation for Invoicing</b>
Monthly Report	Monthly July 2024 – June 2025	Each	12	\$1,000	\$12,000	Monthly Report includes info described in Overview section of this SOW
				<b>Total</b>	\$12,000	

**Funding Source(s)**

<b>Award/Fund Description</b>	<b>State Fund #</b>	<b>Amount</b>
FSSA/DMHA Opioid Settlement	57895	\$576,000

## **EXHIBIT 2**

### **ANNUAL FINANCIAL REPORT FOR NON-GOVERNMENTAL ENTITIES**

#### **Guidelines for filing the annual financial report:**

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.
  - a. There is no filing fee to do this.
  - b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
  - c. The E-1 electronic submission site is found at <https://gateway.ifonline.org/login.aspx>
  - d. The Gateway User Guide is found at <https://gateway.ifonline.org/userguides/E1guide>
  - e. The State Board of Accounts may request documentation to support the information presented on the E-1.
  - f. Login credentials for filing the E-1 and-additional information can be obtained using the [notforprofit@sboa.in.gov](mailto:notforprofit@sboa.in.gov) email address.
2. A tutorial on completing Form E-1 online is available at [https://www.youtube.com/watch?time\\_continue=87&v=nPpqtPcdUcs](https://www.youtube.com/watch?time_continue=87&v=nPpqtPcdUcs)
3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

This Amendment changes the Fee Rate for the Opioid Settlement with the County's retained Counsel from 33.3% to 8.7%.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="NA"/>	<input type="text" value="NA"/>	<input type="text" value="reduction from 33.3% to 8.7%"/>

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:

**Re: Monroe County, Indiana (“Political Subdivision”)**

**Supplemental Amendment to Agreement for Professional Services Relating to Opioids Settlements**

The Political Subdivision and Counsel (the “Parties”) entered into an Agreement for Professional Services (“Agreement”) to pursue opioids litigation against various entities (“Opioids Litigation”). The Parties then entered into the attached Amendment to the Agreement, which reduces the payment of contingency fees under the Agreement from 33 1/3% to 8.7% of the Political Subdivision’s total gross recovery to be withheld and distributed as provided by Indiana Code 4-6-15-5 for settlements of Opioids Litigation with defendants McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, and the Johnson & Johnson Defendants (the “Amendment”). The parties now agree that the Amendment shall apply to all settlements of Opioid Litigation that are governed by Indiana Code 4-6-15-1 *et seq.*,

Dated this \_\_\_ day of \_\_\_\_\_, 2023.

Political Subdivision: \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title

COHEN & MALAD, LLP (“Counsel”)

By: \_\_\_\_\_  
Name and Title



# Monroe County Board of Commissioners Agenda Request Form

Date to be heard  Formal  Work session  Department

Title to appear on Agenda:  Vendor #

**Executive Summary:**

The agreement will cover the cost associated with DLZ for certain professional services needed for the locating, programming, design, and construction of a new jail. This contract assumes utilization of a construction manager as an advisor (CMA).

The current agreement includes Predesign (Master Planning and Building Programming), Schematic Design, Design Development Phase, Construction Documents Phase, Procurement Phase Services, and Construction Phase services. Each step requires approval by the Commissioners before beginning work on the next phase.

If the County chooses to build both the Jail facility and additional buildings for co-location of the justice system simultaneously, this contract would provide for DLZ to perform the services for each component.

Fund Name(s):	Fund Number(s):	Amount(s)
<input type="text" value="EDIT BAN"/>	<input type="text" value="4816"/>	<input type="text" value="Based upon total construction costs. Predesign not to exceed \$315,000."/>

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:

 **AIA** Document B132™ – 2019**Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition**

**AGREEMENT** made as of the thirteenth day of September in the year two thousand twenty three  
(In words, indicate day, month, and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address, and other information)

Monroe County Commissioners  
C/O Legal Department  
100 W. Kirkwood Avenue  
Bloomington, Indiana 47404  
Phone: 812-349-2525

and the Architect:  
(Name, legal status, address, and other information)

DLZ Indiana, LLC  
138 N. Delaware Street  
Indianapolis, Indiana 46204  
Phone: 317-633-4120

for the following Project:  
(Name, location, and detailed description)

Monroe County Justice Complex  
Location – Monroe County, Indiana

The Construction Manager:  
(Name, legal status, address, and other information)

Unknown at time of execution

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1396987984)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable," or "unknown at time of execution".)*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Owner's Building Program is unknown at time of execution and will be developed during Predesign/Additional Services. Predesign/Additional Services include Site Master Planning and Building Programming.

The Owner's program is anticipated to include:

- New Sheriff's Office & Jail comprised of approximately 400 rated inmate beds.

The Owner's program may also include a Justice Center:

- Offices and Departments to be a part of the new Justice Center.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)*

Reference 1.1.1. Other Project physical characteristics are unknown at time of execution. The Project's physical characteristics will be developed during Predesign Services.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

Init.

The Owner's Hard Construction Cost Budget is approximately seventy million dollars (\$70,000,000) to one-hundred fifty million dollars (\$150,000,000) pending Owner's approval of the Program.

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

Pre-design	Three months
Schematic Design	To be determined pending Owner's approval of the Program.
Design Development	To be determined pending Owner's approval of the Program.
Construction Documents	To be determined pending Owner's approval of the Program.
Bidding & Award	To be determined pending Owner's approval of the Program.
Construction Administration	To be determined pending Owner's approval of the Program.

**.2** Construction commencement date:

Unknown at time of execution

**.3** Substantial Completion date or dates:

Unknown at time of execution

**.4** Other milestone dates:

Unknown at time of execution

**§ 1.1.5** The Owner intends the following procurement method for the Project:

*(Identify method such as competitive bid or negotiated contract.)*

Multiple Prime Contractors via competitive bid. The number of Prime bid packages shall be developed by the Construction Manager.

**§ 1.1.6** The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:

*(Identify any requirements for fast-track scheduling or phased construction and, if applicable, list number and type of bid/procurement packages.)*

The Project will be a single phase with multiple Prime bid packages bid at the same time. There are no requirements for an accelerated or fast-track design or construction. Accelerated or fast-track services are not included.

**§ 1.1.7** The Owner's anticipated Sustainable Objective for the Project:

*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

No formal Sustainable Objective is required or included. Services related to LEED, or any other similar sustainable program, documentation and/or certification is not included. Sustainable design practices will be reviewed and discussed with the Owner for possible incorporation into the Project, subject to additional fee.

**§ 1.1.7.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E235-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235-2019 is incorporated into this Agreement, the Owner and Architect shall incorporate the completed E235-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.8** The Owner identifies the following representative in accordance with Section 5.4:

*(List name, address, and other contact information.)*

Richard Crider  
Monroe County Fleet and Building Manager

Init.

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100 W. Kirkwood Avenue  
Courthouse  
Bloomington, Indiana 47404  
Phone: 812-803-6331  
E-mail: rcriders@co.monroe.in.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

Unknown at time of execution

§ 1.1.10 The Owner shall retain the following consultants and Contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Construction Manager:

*(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1.)*

The Construction Manager is unknown at time of execution. The anticipated date of Construction Manager retention is also unknown at time of execution. Services related to the Architect assisting the Owner in selecting the Construction Manager are not included.

.2 Land Surveyor:

Unknown at time of execution. This will be Owner's Consultant.

.3 Geotechnical Engineer:

Unknown at time of execution. This will be Owner's Consultant.

.4 Civil Engineer: (Basic Service)

DLZ Indiana, LLC  
138 N. Delaware Street  
Indianapolis, Indiana 46204  
Phone: 317-633-4120

.5 Other consultants and Contractors:

*(List any other consultants and Contractors retained by the Owner.)*

Environmental Consultant. Unknown at time of execution. This will be Owner's Consultant.

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:  
*(List name, address, and other contact information.)*

DLZ Indiana, LLC  
Mr. Scott A. Carnegie, AAIA  
138 N. Delaware Street  
Indianapolis, Indiana 46204  
Phone: 317-633-4120  
E-mail: scarnegie@dlz.com

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:  
*(List name, legal status, address, and other contact information.)*

§ 1.1.12.1 Consultants retained under Basic Services:

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**.1 Structural Engineer:**

DLZ Indiana, LLC  
138 N. Delaware Street  
Indianapolis, Indiana 46204  
Phone: 317-633-4120

**.2 Mechanical Engineer:**

DLZ Indiana, LLC  
138 N. Delaware Street  
Indianapolis, Indiana 46204  
Phone: 317-633-4120

**.3 Electrical Engineer:**

DLZ Indiana, LLC  
138 N. Delaware Street  
Indianapolis, Indiana 46204  
Phone: 317-633-4120

**§ 1.1.12.2 Consultants retained under Supplemental Services:**

Code Consultant:

RTM Consultants, Inc.  
6640 Parkdale Place, Suite J  
Indianapolis, Indiana 46254  
Phone: 317-329-7700

**§ 1.1.13 Other Initial Information on which the Agreement is based:**

Not applicable

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**§ 1.4** The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

Init.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance as outlined in the attached Exhibit A until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.6.1 Commercial General Liability with policy limits of not less than limits identified on the attached Exhibit A for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than limits identified on the attached Exhibit A per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.6.4 Workers' Compensation at statutory limits.

§ 2.6.5 Employers' Liability with policy limits not less than limits identified on the attached Exhibit A per each accident, each employee, and policy limit.

§ 2.6.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than limits identified on the attached Exhibit A per claim and in the aggregate.

§ 2.6.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6. Architect's Certificate of Insurance is attached to this Agreement as Exhibit A.

Init.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency, in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Construction Manager's review and the Owner's approval, a schedule for the performance of the Architect's services. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. This schedule shall include allowances for periods of time required for the Owner's review, for the Construction Manager's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's or Construction Manager's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall, in coordination with the Construction Manager, contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.1.8 Predesign/Additional Services**

§ 3.1.8.1 Predesign Services consist of Site Master Planning and Building Programming.

§ 3.1.8.1.1 Site Master Planning includes one (1) of the sites the Architect is currently performing professional services under a separate approved Agreement for the Monroe County Justice Center Initial Site Review and Evaluation.

§ 3.1.8.1.2 Building Programming services shall include the required type of spaces, quantity and size of spaces, adjacency of spaces, grossing factor and total gross square feet.

The Owner's Building Program is unknown at time of execution and will be developed during Predesign/Additional Services. Predesign/Additional Services include Site Master Planning and Building Programming.

The Owner's program is anticipated to include:

- New Sheriff's Office & Jail comprised of approximately 400 rated inmate beds.

The Owner's program may also include a Justice Center:

- Offices and Departments to be a part of the new Justice Center.

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The Building Program shall include the required type of spaces, quantity and size of spaces, adjacency of spaces, grossing factor and total gross square feet. The Building Program will also include a Conceptual Design. The Conceptual Design will translate the Building Program into a conceptual building(s) layout graphic (drawing) that identifies approximate spatial square footages, spatial adjacency relationships, primary circulation, etc. The Conceptual Design will be utilized in the development of the Site Master Plan.

§ 3.1.8.1.3 The Architect shall present the Building Program, Conceptual Design and Master Plan to the Owner for approval.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 Based on the Owner's approval of the Building Program, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review and shall review laws, codes, and regulations applicable to the Architect's services and the project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the schedule, budget for the Cost of the Work, Project site, and the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner and Construction Manager regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Construction Manager's review and Owner's approval. The Schematic Design Documents may consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of perspective sketches or digital representations. Preliminary selections of major building systems and construction materials may be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect may consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on the Building Program and aesthetics, in developing a design that is consistent with the Owner's schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect may consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on Building Program, estimated budget, and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality and/or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate such revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

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**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and may consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents may also include specifications that identify major materials and systems and establish in general their quality levels.

**§ 3.3.2** Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

**§ 3.3.3** Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, if requested by the Owner, the Architect may assist the Owner and the Construction Manager in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreements between the Owner and Contractors; and (3) the Conditions of the Contracts for Construction (General, Supplementary and other Conditions); and (4) a project manual that includes the Conditions of the Contracts for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

**§ 3.4.5** Upon receipt of the Construction Manager's information and an estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect may assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid. Awarding and preparing Contracts for Construction shall be performed by the Construction Manager.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect may assist the Owner and Construction Manager in bidding the Project by

- .1 participating in a pre-bid conference for prospective bidders;
- .2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of

*(Paragraphs deleted)*  
addenda

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect may consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to prospective bidders.

*(Paragraphs deleted)*

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractors' failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and may not be responsible for acts or omissions of the Construction Manager, or acts or omissions of the Contractors or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2, and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect may visit the site twice per month at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in general conformance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents, and (2) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractors through the Construction

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Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Owner and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractors designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232–2019, the Architect, with the assistance of the Construction Manager, shall render initial decisions on Claims between the Owner and Contractors as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** Not more frequently than monthly, the Architect shall review and certify an application for payment. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

*(Paragraph deleted)*

- .1 Where there is more than one Contractor responsible for performing different portions of the Project, the Architect shall review the Project Application and Project Certificate for Payment, with the Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed, and certified. The Architect shall certify the total amount due all Contractors collectively and shall issue a Project Certificate for Payment in the total of such amounts.

**§ 3.6.3.2** The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.3** The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site observations to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate each Contractor's right to payment, or (4) ascertained how or for what purpose that Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.4** The Construction Manager shall maintain a record of the Applications and Certificates for Payment.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractors' submittals such as Shop Drawings, Product Data and Samples, that the Construction Manager has reviewed, recommended for approval, and transmitted to the Architect. The Architect's review of the submittals shall only be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the

Contractors' responsibilities. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractors to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractors' design professionals, provided the submittals bear such professionals' seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Construction Manager shall maintain a record of submittals and copies of submittals in accordance with the requirements of the Contract Documents.

### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

**§ 3.6.5.3** The Construction Manager shall maintain records relative to changes in the Work.

### **§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect, assisted by the Construction Manager, shall:

- .1 conduct observations to determine the date of Substantial Completion and the date of final completion;
- .2 issue a Certificate of Substantial Completion prepared by the Construction Manager;
- .3 review written warranties and related documents required by the Contract Documents and received from the Contractors, through the Construction Manager; and
- .4 after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final observation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

**§ 3.6.6.2** The Architect's observations shall be conducted with the Owner and Construction Manager to (1) check general conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the lists submitted by the Construction Manager and Contractors of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Construction Manager shall inform the Owner about the balance of the Contract Sum remaining to be paid each of the Contractors, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Construction Manager shall forward to the Owner the following information received from the Contractors: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractors under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and Construction Manager to review the facility operations and performance.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES**

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services		Responsibility <i>(Architect, Owner or Not Provided)</i>
§ 4.1.1.1	Assistance with selection of Construction Manager	Owner
§ 4.1.1.2	Building Programming	Owner/Architect
§ 4.1.1.3	Multiple preliminary designs	Not Provided
§ 4.1.1.4	Measured drawings	Not Provided
§ 4.1.1.5	Existing facilities surveys	Not Provided
§ 4.1.1.6	Site evaluation and master planning	Architect
§ 4.1.1.7	Building Information Model management responsibilities	Architect
§ 4.1.1.8	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.9	Civil engineering	Architect
§ 4.1.1.10	Landscape design	Architect
§ 4.1.1.11	Architectural interior design	Architect
§ 4.1.1.12	Value analysis	Not Provided
§ 4.1.1.13	Cost estimating	Not Provided
§ 4.1.1.14	On-site project representation	Not Provided
§ 4.1.1.15	Conformed documents for construction	Architect
§ 4.1.1.16	As-designed record drawings	Not Provided
§ 4.1.1.17	As-constructed record drawings	Not Provided – shall be developed by each Prime Contractor
§ 4.1.1.18	Post-occupancy evaluation	Not Provided
§ 4.1.1.19	Facility support services	Not Provided
§ 4.1.1.20	Tenant-related services	Not Provided
§ 4.1.1.21	Architect’s coordination of the Owner’s consultants	Not Provided
§ 4.1.1.22	Telecommunications/data design	Architect
§ 4.1.1.23	Security evaluation and planning	Architect
§ 4.1.1.24	Commissioning	Not Provided

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§ 4.1.1.25	Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.26	Historic preservation	Not Provided
§ 4.1.1.27	Furniture, furnishings, and equipment design	Architect
§ 4.1.1.28	Other services provided by specialty Consultants	Architect – Food Service & Laundry
§ 4.1.1.29	Other Supplemental Services	Not Provided – unknown at time of execution

*(Paragraphs deleted)*

§ 4.1.1.27 Furniture, furnishings, and equipment design includes furniture such as desks, tables and chairs for offices, conference rooms, training room and lobby.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

Not applicable

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget.
- .3 Services necessitated by enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .4 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of entities providing bids or proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

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**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

- .1 Reviewing a Contractor's submittal out of sequence from the Project submittal schedule approved by the Architect;
- .2 Responding to the Contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractors from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractors' proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or
- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractors and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractors
- .2 Based on twenty four months of construction, up to forty eight ( 48 ) visits to the site by the Architect during construction
- .3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three ( 3 ) inspections for any portion of the Work to determine final completion

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within forty eight ( 48 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## **ARTICLE 5 OWNER'S RESPONSIBILITIES**

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written Building Program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Building Program will be developed by the Owner and Architect during the Pre-design Services.

**§ 5.2** The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. The Owner shall provide the Architect with a copy of the scope of services in the agreement executed between the Owner and the Construction Manager, and any subsequent modifications to the Construction Manager's scope of services in the agreement.

**§ 5.3** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

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§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractors to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs. Services related to accelerated, phased or fast-track scheduling are not currently included.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, karst features, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. The Architect reserves the right to request specific information from the surveyor.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. The Architect reserves the right to provide general parameters for the geotechnical work.

§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™-2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

Not applicable

§ 5.9 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.10 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.11 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.12 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.13 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services

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or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.14 Before executing the Contracts for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contracts for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractors to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.16 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the Contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work together to reconcile the cost estimates.

Not applicable

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or

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.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, with additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

#### ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractors, Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and Separate Contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

#### ARTICLE 8 CLAIMS AND DISPUTES

##### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

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not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232–2019, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect’s obligation to indemnify and hold the Owner and the Owner’s officers and employees harmless does not include a duty to defend. The Architect’s duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

[ X ] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

Not applicable

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

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§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or if the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

Zero dollars (\$0.00)

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be determined.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Architect and Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, and including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3 and Additional Services identified in Paragraph 3.1.8, the Owner shall compensate the Architect as follows:

- 1 Stipulated Sum  
(Insert amount)

### Basic Service:

(Paragraphs deleted)

The Owner's program for the Project and associated Hard Construction Cost budget is not yet finalized. DLZ's Lump Sum compensation will be adjusted to reflect the Owner approved Scope of Work and Hard Construction Cost budget at the completion of the Design Development Phase.

Lump Sum fee of 4.5% of a mutually agreed upon Hard Construction Cost range of \$70,000,000 to \$150,000,000.

### Predesign/Additional Service:

Sheriff's Office & Jail	\$160,000 – hourly not-to-exceed (NTE)
Justice Center (in addition to the Sheriff's Office & Jail)	\$155,000 – hourly not-to-exceed (NTE)

When/if the Predesign/Additional Service contract amount is approximately 75% expended, Architect will notify the Owner in writing and a Supplement to the Agreement will be discussed with an additional hourly not-to-exceed (NTE) fee amount mutually agreed upon.

**§ 11.2** For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Supplemental Services will be negotiated between Owner and Architect to mutually acceptable terms.

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2 and 3.1.8, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

Reference attached Exhibit B – DLZ Indiana, LLC – Standard Fee Structure - 2023

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

Reference attached Exhibit B – DLZ Indiana, LLC – Standard Fee Structure - 2023

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Twenty Five	percent (	25	%)
Construction Documents Phase	Thirty	percent (	30	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices.  
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Reference attached Exhibit B – DLZ Indiana, LLC – Standard Fee Structure - 2023

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**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, and Project web sites;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents for Bidding Phase purposes;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, and professional photography
- .8 If required by the Owner, and with the Owner’s prior written approval, the Architect’s consultants’ expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect’s consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration and/or permitting fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants per:

Reference attached Exhibit B – DLZ Indiana, LLC – Standard Fee Structure - 2023

**§ 11.9 Architect’s Insurance**

If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)*

Unknown at time of execution

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect’s payments to the Certifying Authority shall be credited to the Owner’s account at the time the expense is incurred.

Not applicable

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Amounts unpaid sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

Init.

Reference attached Exhibit C – DLZ Indiana, LLC Standard Terms and Conditions

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to Contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:  
(Include other terms and conditions applicable to this Agreement.)

Reference attached Exhibit C – DLZ Indiana, LLC Standard Terms and Conditions

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B132™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

.2 Exhibits:

Exhibit A – DLZ Indiana, LLC Certificate of Insurance – Specimen copy provided. A copy specific to Monroe County will be provided upon execution of this Agreement.

Exhibit B – DLZ Indiana, LLC – Standard Fee Structure – 2023

Exhibit C – DLZ Indiana, LLC – Standard Terms and Conditions

This Agreement is entered into as of the day and year first written above.

Init.

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User Notes:

(1396987984)

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MONROE COUNTY BOARD OF COMMISSIONERS

DLZ INDIANA, LLC

OWNER (Signature)

Penny Githens, President  
(Printed name and title)

OWNER (Signature)

Julie Thomas, Vice President  
(Printed name and title)

OWNER (Signature)

Lee Jones, Commissioner  
(Printed name and title)

ARCHITECT (Signature)

Laurie D. Johnson, PE, Vice President  
(Printed name and title)

ARCHITECT (Signature)

Eric B. Ratts, AIA, Vice President  
(Printed name and title)

Init.

User Notes:

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

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

PRODUCER <b>Edgewood Partners Ins. Center</b> 3780 Mansell Rd. Suite 370 Alpharetta, GA 30022	CONTACT NAME: <b>Sharon Brubaker</b>
	PHONE (A/C, No, Ext): <b>770.756.6599</b>
INSURED <b>DLZ Indiana LLC</b> 138 North Delaware Street Indianapolis, IN 46204	FAX (A/C, No):
	E-MAIL ADDRESS: <b>greylingcerts@greyling.com</b>
	INSURER(S) AFFORDING COVERAGE
	INSURER A : <b>National Union Fire Ins Co of Pittsburg</b>
	INSURER B : <b>Everest National Insurance Company</b>
	INSURER C : <b>Continental Casualty Company</b>
	NAIC #
	19445
	10120
	20443
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES CERTIFICATE NUMBER: 23-24 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5268221	04/01/2023	04/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4489714	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XC8EX00690231	04/01/2023	04/01/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC015893783	04/01/2023	04/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Includ Pollution			AEH591928672	04/01/2023	04/01/2024	Per Claim \$5,000,000 Aggregate \$5,000,000

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

CERTIFICATE HOLDER <p style="text-align: center;">Sample Certificate</p>	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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**EXHIBIT B**  
**DLZ INDIANA, LLC - STANDARD FEE STRUCTURE - 2023**  
**ENGINEERING/ARCHITECTURAL**

<i>Activity Code</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
1/122	Officer / Principal Architect	\$280.00
49/49D	Division Manager/Director	\$265.00
50	Department Manager	\$240.00
55/4/14	Registered Land Surveyor/Survey Coordinator/Right of Way Coordinator	\$157.50
80/217	Senior Project Manager / Project Manager II	\$230.00
21/216/237	Project Manager I / Group Manager	\$220.00
556/568/490/480/201/234	Engineer VI/Architect VI/Landscape Arch. VI/ Planner VI/ Scientist VI/Surveyor VI	\$225.00
555/565/489/139/202/214	Engineer V/Architect V/Landscape Arch. V/Planner V/Scientist V/Surveyor V	\$220.00
554/564/488/491/203/102	Engineer IV/Architect IV/Landscape Architect IV/Planner IV/Scientist IV/Surveyor IV	\$210.00
53/58/481/68/204/218	Engineer III/Architect III/Landscape Architect III/Planner III/Scientist III/Surveyor III	\$187.50
52/570/482/69/205/235	Engineer II/Architect Associate II/Landscape Architect II/Planner II/Scientist II/Surveyor II	\$157.50
51/569/483/133/206/236	Engineer I/Architect Associate I/Landscape Architect I/Planner I/Scientist I/Surveyor I	\$122.50
28	Designer I	\$117.50
472	Designer II	\$127.50
473/232	Designer III / Utility Coordinator	\$175.00
29	Technician	\$90.00
544	Technician IV	\$122.50
238	Right of Way Agent II	\$100.00
126/147	Construction Observer Manager /Administrator	\$167.50
152	Construction Observer	\$127.50
43	Clerical	\$75.00
430	Office Services Coordinator	\$112.50
06/A3	Intern / Apprentice	\$75.00

	<i>Crew Classification</i>	<i>Hourly Rate</i>
142/99	2 - person Topographic Survey Crew	\$270.00
142/99	2 – person Topographic Survey Crew (overtime)	\$335.00
336/127	1 – person Field Crew / Party Chief	\$162.50
336/127	1 – person Field Crew / Party Chief (overtime)	\$225.00
GPS/339	1 – person GPS/RTK Field Crew	\$225.00
SCAN	HDS Laser / UAS Scanning Crew	\$325.00
13/94	Rodman/ Survey Technician / Survey-Mapping Assistant	\$112.50

<i>Reimbursable Expenses</i>	<i>Rate</i>
Mileage	\$0.655/mile
Travel Expenses	@ Cost
Living Expenses	@ Cost
Reproduction	Cost plus 20%
Subconsultants	Cost plus 20%
Equipment Rental	Cost plus 20%

## EXHIBIT C

### DLZ'S STANDARD TERMS AND CONDITIONS

- 1. INVOICES AND PAYMENT:** Unless the parties have agreed otherwise, DLZ will submit monthly invoices to CLIENT for services performed in the prior month. Except to the extent CLIENT disputes in good faith all or a portion of a DLZ invoice, CLIENT will pay DLZ the invoiced amount within thirty (30) days from the date of the invoice; and, in default of such payment, agrees to pay all cost of collection, including reasonable attorney's fees, regardless of whether legal action is initiated. Invoiced amounts not in dispute will accrue interest at eight percent (8%) per annum after they have been outstanding for over thirty (30) days. If an invoiced amount not in dispute remains unpaid sixty (60) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, suspend all project services until all unpaid invoiced amounts not in dispute are paid in full. If an invoice remains unpaid ninety (90) days after the date of the invoice, DLZ may, upon giving seven (7) days written notice of its intent to do so, declare CLIENT to be in breach of this agreement.
- 2. CONSTRUCTION SERVICES:** If DLZ's scope of services includes providing professional services during the project's construction phase, DLZ will not have control over or be responsible for contractor means, methods, techniques, sequences, procedures, or schedule, or the contractor's failure to comply with the construction contract documents or applicable laws, ordinances, rules or regulations. If DLZ provides construction inspection or observation services, DLZ will report to CLIENT all contractor deviations from the construction contract documents that come to DLZ's attention. However, such services are solely intended to enable DLZ to maintain familiarity with, and keep CLIENT informed of, the general progress and quality of the contractor's work, and not to require DLZ to perform exhaustive inspections of contractor work for its compliance with the construction contract documents, which shall remain solely contractor's responsibility.
- 3. CHANGES IN REQUIREMENTS:** In the event additional services are required due to a change, after the date of this agreement, in CLIENT's requirements, or in the applicable law, standards, or governmental requirements or policies, DLZ will be entitled to additional compensation for such additional services.
- 4. SURVEY STAKING:** If DLZ's scope of services includes survey layout, DLZ will not be responsible for subsequent disturbances of its layout except to the extent caused by DLZ or persons for whom it is responsible.
- 5. MISCELLANEOUS EXPENSES:** Except to the extent otherwise provided in this agreement, CLIENT is responsible for all third-party fees and charges including, without limitation, fees and charges for inspections, zoning or annexation applications, assessments, soils engineering, soils testing, aerial topography, permits, rights-of-entry, bond premiums, title company charges, blueprint and reproduction costs, and all other third-party fees and charges.
- 6. CHANGE OF SCOPE:** DLZ's scope of services in this agreement is based on facts known at the time of execution of this agreement, including, if applicable, information supplied by CLIENT. DLZ will promptly notify CLIENT in writing of any perceived changes to its scope of services required by new information or by persons or circumstances beyond DLZ's control, and the parties shall negotiate modifications to this agreement before DLZ begins performance of the revised scope.
- 7. SAFETY:** DLZ will take reasonable steps to protect the safety of its employees, and to perform its services in a safe manner. DLZ is not responsible for project safety other than with regard to its own services.
- 8. REUSE OF PROJECT DELIVERABLES:** CLIENT's use of any project documents or DLZ deliverables, including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaption by DLZ for the specific purpose intended, will be at CLIENT's sole risk.
- 9. OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by DLZ is supplied for the general guidance of the CLIENT only. Since DLZ has no control over competitive bidding or market conditions, DLZ cannot guarantee the accuracy of such opinions as compared to contractor bids or actual cost to CLIENT.
- 10. INSURANCE:** During the performance of its services and for two years thereafter, DLZ will maintain the following minimum insurance coverage: General Liability- \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations aggregate, \$1,000,000 personal/advertising injury aggregate; Automobile Liability- \$1,000,000 combined single limit; Workers Compensation and Employers Liability- in conformance with statutory requirements, and \$1,000,000 employers liability; and Professional Liability- \$2,000,000 per claim and in the aggregate. Certificates evidencing such coverage will be provided to CLIENT upon request. If DLZ is providing construction phase services, CLIENT agrees to require its contractor to include DLZ as an additional insured on the contractor's General Liability and Automobile Liability insurance policies, and DLZ's above-listed coverage will be excess over the contractor's coverage, which will be primary.
- 11. INDEMNITY:** To the fullest extent permitted by law, each of the parties agrees to indemnify and save harmless the other party from and against all liability, damages, and expenses, including reasonable attorney's fees, sustained by the other party by reason of injury or death to persons or damage to tangible property, to the proportionate extent caused by the negligent acts or omissions of the indemnifying party or its employees.
- 12. CONSEQUENTIAL DAMAGES:** Neither party will be liable to the other for consequential, special, incidental, indirect, liquidated, or punitive damages.
- 13. LIABILITY:** No employee of DLZ or of its parent, subsidiary, or affiliated companies will be personally liable to CLIENT. DLZ's total liability to CLIENT, and any coverage of CLIENT as an additional insured under any of DLZ's insurance policies, for injuries, claims, losses, expenses or damages arising out of DLZ's services or this agreement from any causes including, but not limited to, DLZ's negligence, error, omissions, strict liability, or breach of contract, will not exceed the total compensation received by DLZ under this agreement.
- 14. DISPUTES:** Any claim or controversy arising out of or relevant to this agreement, or the breach thereof, shall be settled by binding arbitration in the state in which the project is located, in accordance with the rules of the American Arbitration Association, and judgment upon any award rendered by the arbitrator(s) may be rendered in any court having jurisdiction thereof.
- 15. STATUTE OF LIMITATIONS:** The parties agree that the time period for bringing claims regarding DLZ's Service's under this agreement expires on the earlier of one year after completion of the project, or two years after completion of DLZ's project services.
- 16. DELAYS:** DLZ is not responsible for delays caused by persons or circumstances for which DLZ is not responsible.
- 17. SHOP DRAWINGS:** If DLZ's scope of services includes reviewing shop drawings, such reviews are solely with regard to their general conformance with the design concept, and not for the purpose of reviewing or approving their accuracy, completeness, dimensions, quantities, constructability, compatibility with other construction components, or compliance with the requirements of the construction contract documents, all of which remain the contractor's responsibility. DLZ is not responsible for reviewing or approving the contractor's safety precautions or construction means, methods, sequences or procedures.
- 18. ACCEPTANCE:** Both parties will consider DLZ's initiation of services prior to execution of this agreement in order to accommodate CLIENT, at CLIENT's request, as CLIENT's formal acceptance of all of the terms and conditions in this agreement.
- 19. STANDARD OF CARE:** DLZ will perform its services with the care and skill ordinarily exercised by members of its profession currently practicing under similar conditions in the same locale. DLZ does not make, and expressly disclaims, any other warranties, express or implied, relating to its services including, without limitation, warranties of merchantability and fitness for a particular purpose. DLZ shall be entitled to rely on all CLIENT-provided information except to the extent otherwise stated in the agreement.