

# Tippecanoe County Board of Commissioners

Meeting  
Tuesday, September 8, 2020  
10:00 am  
Tippecanoe Room, Tippecanoe County Office Building  
20 N 3rd Street, Lafayette, Indiana

## AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at [plbennett@tippecanoe.in.gov](mailto:plbennett@tippecanoe.in.gov). Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at <https://www.facebook.com/TippecanoeCountyIndiana/> and <https://www.youtube.com/channel/UCJleeA9ZQo9EIIgDZTdjurQ/featured>

### I. PLEDGE OF ALLEGIANCE

### II. APPROVAL OF MINUTES

Monday, August 17, 2020

Documents:

[AGENDA09082020MINUTESFROM08172020.PDF](#)

### III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

### IV. PRESENTATION OF PAYROLL- PAULA BENNETT

### V. PROTECT GREATER LAFAYETTE PARTNER PLEDGE

Documents:

[AGENDA09082020COMMUNITYPLEDGE.PDF](#)

### VI. AREA PLAN COMMISSION- SALLIE FAHEY

Z-2801 Wallick Communities (NB to R3), Ordinance 2020-13-CM: Petitioner is requesting rezoning of 5.22 acres on the west side of Paramount Drive, just south of Lark apartments (formerly known as Campus Suites), for a proposed 60-unit, three building multi-family development known as Wabash Commons in Wabash 2 (NE) 23-5.

UZO Amendment #97 Business Park & Gateway Directory Signs, Ordinance 2020-14-CM: This amendment would amend the sign section of the UZO and would add a new category of signage: business park signs and gateway directory signs.

Addendum to Traffic Counting Contracts for work in Carroll County

Documents:

[AGENDA09082020 APC REZONE WALLICK.PDF](#)

[AGENDA09082020 APC UZO AMENDMENT 97.PDF](#)

[AGENDA09082020 APCCARROLLCOTRAFFICCOUNTAGREEMENTADDENDUM.PDF](#)

## **VII. HIGHWAY- STEWART KLINE**

LPA Consulting Contract- Beam, Longest and Neff, LLC- Engineering Services for Tippecanoe County Bridge 527 Old US 231 over Wea Creek Replacement Project

Amendment #7- Strand Associates Design Services for Lindberg Road from Klondike Road to 231

Supplemental Agreement #2- DLZ Indiana LLC- Engineering Services- Reconstruction of Morehouse Road from Sagamore Parkway to 400 feet north of Mason Dixon Dr

Utility Agreement- Vectren for Lindberg Road Project

Continuation Certificate- Berry IT, LLC for \$5,000 for work in County right-of-way

Documents:

[AGENDA09082020HIGHWAYLPACONSULTINGCONTRACT.PDF](#)  
[AGENDA09082020HIGHWAYAMENDMENT7.PDF](#)  
[AGENDA09082020HIGHWAYSUPPLEMENTALAGREEMENTDLZ.PDF](#)  
[AGENDA09082020HIGHWAYUTILITYAGREEMENT.PDF](#)  
[AGENDA09082020HIGHWAYCONTINUATIONCERTIFICATE.PDF](#)

## **VIII. WIC- ALICIA KEEN**

Lease Agreement with Addendum

Documents:

[AGENDA09082020WICLEASEAGREEMENTWITHADDENDUM.PDF](#)

## **IX. TREASURER- JENNIFER WESTON**

Banking Services Agreement with First Merchants Bank

Documents:

[AGENDA09082020TREASURERBANKINGSERVICESAGREEMENT.PDF](#)

## **X. SHERIFF- BOB GOLDSMITH**

Agreement with Caliber Public Safety

Documents:

[AGENDA09082020SHERIFFCALIBERAGREEMENT.PDF](#)

## **XI. HUMAN RESOURCES- SHIRLEY MENNEN**

Overtime and Compensatory Time Policy

## **XII. GRANTS- SHARON HUTCHISON**

Documents:

[AGENDA09082020GRANTS.PDF](#)

## **XIII. CHANGE ORDERS FOR FAIRGROUNDS PROJECT**

Brenneco

Denny Excavating  
Shepler Construction

Documents:

[AGENDA09082020CHANGEORDERFAIRGROUNDSBRENNECO.PDF](#)  
[AGENDA09082020CHANGEORDERFAIRGROUNSDENNEYEXCAVATING.PDF](#)  
[AGENDA09082020CHANGEORDERFAIRGROUNDSPROJECTSHEPLERCONSTRUCTION.PDF](#)

#### **XIV. UNFINISHED/NEW BUSINESS**

#### **XV. PUBLIC COMMENT**

**Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at [plbennett@tippecanoe.in.gov](mailto:plbennett@tippecanoe.in.gov). Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at <https://www.facebook.com/TippecanoeCountyIndiana/> and <https://www.youtube.com/channel/UCJleeA9ZQo9EIIgDzTdJurQ/featured>**

#### **XVI. REPORTS ON FILE**

Area IV Rural Transportation 2nd Quarter Report  
Building Commission  
Tippecanoe County Public Library  
Weights and Measures

Documents:

[AGENDA09082020AREAIVRURALTRANSPORTATION2NDQUARTERREPORT.PDF](#)  
[AGENDA09082020REPORTSONFILEBUILDINGCOMMISSION.PDF](#)  
[AGENDA09082020REPORTSONFILETIPCOPUBLICLIBRARY.PDF](#)  
[AGENDA09082020REPORTSONFILEWEIGHTSANDMEASURES.XLSX](#)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), Tippecanoe County Government will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities. For more information visit [www.tippecanoe.in.gov/ada](http://www.tippecanoe.in.gov/ada)

# Tippecanoe County Board of Commissioners

## Meeting Minutes

Monday, August 17, 2020

10:00 am

Tippecanoe Room, Tippecanoe County Office Building  
20 N 3rd Street, Lafayette, Indiana

Commissioners present President Tracy A. Brown, Vice President Thomas P. Murtaugh, and Member David S. Byers.

Also present: Attorney Doug Masson, Auditor Robert Plantenga, Commissioners' Assistant Paula Bennett, and Recording Secretary Jennifer Wafford.

- I. **PLEDGE OF ALLEGIANCE** – President Brown called the meeting to order and led the Pledge of Allegiance
- II. **APPROVAL OF MINUTES** from Monday, August 3, 2020.
  - Commissioner Murtaugh moved to approve the minutes as presented, second by Commissioner Byers. Motion carried.
- III. **PRESENTATION OF ACCOUNTS PAYABLE** – Paula Bennett  
The claims from August 5, 2020, through August 17, 2020, were recommended for approval without exception.
  - Commissioner Byers moved to approve the Accounts Payable as presented, second by Commissioner Murtaugh. Motion carried.
- IV. **PRESENTATION OF PAYROLL** – Paula Bennett  
The payroll from August 7, 2020, was recommended for approval without exception.
  - Commissioner Byers moved to approve the Payroll as presented, second by Commissioner Murtaugh. Motion carried.
- V. **HEALTH** – Amanda Balsler presented:  
Overdose Awareness Day is on August 30, 2020. Donna Zoss, Co-Chair of the Drug-Free Coalition of Tippecanoe County, advised that there will be an Overdose Awareness Day Event on August 30, 2020, at the Purple Shelter located at Columbian Park. The event starts at 3 pm, and everyone is invited to attend. The event will provide Naloxone Training, CPR Training, and a Time of Remembrance.
- VI. **HIGHWAY** – Stewart Kline presented and recommended:
  - A. Engineering Services Agreement with American Structurepoint Inc. for CR 500 E & CR 400 S Reconstruction Project not to exceed \$662,035.
    - Commissioner Murtaugh moved to approve the agreement as presented, second by Commissioner Byers. Motion carried.
  - B. Warranty Deed for Bridge #32 Project Parcel 1 in the amount of \$12,500 and a Temporary Highway Easement Grant for Bridge #32 Project- Parcel 1- Stephan K Lemaster in the amount of \$1,700.
    - Commissioner Byers moved to approve the deed as presented, second by Commissioner Murtaugh. Motion carried.

- C. Warranty Deed for Bridge #32 Project Parcel 6- Jason A & Tobi Summers in the amount of \$9,500
  - Commissioner Murtaugh moved to approve the deed as submitted, second by Commissioner Byers. Motion carried.
- D. 3-year Construction Maintenance Bond from Rhinehart Excavating Inc. for \$5,000 for work in all County right-of-way.
  - Commissioner Byers moved to approve the bond as submitted, second by Commissioner Murtaugh. Motion carried.

**VII. SHERIFF** – Robert Goldsmith presented and recommended:

The elimination of an approved Jail Deputy position for 2021 and the creation of a Patrol Sergeant (Merit) position. The new position will help build the administration in the Jail.

Auditor Plantenga requests the Sheriff's department to submit a salary statement to the Auditor's office for the new position request.

- Commissioner Murtaugh moved to approve the position as presented, second by Commissioner Byers. Motion carried.

**VIII. PROSECUTOR** – Pat Harrington presented and recommended:

The approval of a Victim Assistance Specialist position for 2021. This position will be funded from the 2020-2022 VOCA Grant that was approved for acceptance in the July 6, 2020 Commissioners meeting.

- Commissioner Byers moved to approve the position as presented, second by Commissioner Murtaugh. Motion carried.

**IX. GRANTS** – Sharon Hutchison presented and recommended:

**Permission to Apply for Grants:**

Health Department from the Indiana State Department of Health for the distribution of safe infant sleep resources, in conjunction with our Fetal Infant Mortality Review and Health Departments. No match from the county.

- Commissioner Byers moved to approve applying for the agreement as presented, second by Commissioner Murtaugh. Motion carried.

**Permission to Accept Grants funds:**

- A. Health Department from the Drug-Free Coalition in the amount of \$9,750 for funding for the Recovery Coach in conjunction with Gateway to Hope. No match from the county.
  - Commissioner Murtaugh moved to approve accepting the grant as presented, second by Commissioner Byers. Motion carried.
- B. Community Corrections from the Drug-Free Coalition in the amount of \$7,800 for funding for the Recovery Coach. No match from the county.
  - Commissioner Byers moved to approve accepting the grant as presented, second by Commissioner Murtaugh. Motion carried.
- C. Cary Home for the Department of Corrections Juvenile Grant 2020-2021 for the standard \$246,637 starting July 1, 2020, and a continuation of the previous program.
  - Commissioner Murtaugh moved to approve accepting the grant as presented, second by Commissioner Byers. Motion carried.

- D. Cary Home for the Juvenile Detention Alternatives Initiative (JDAI) 20-21 programming to continue offering Teen Brain Programing (Policing the Teen Brain, Teaching the Teen Brain, Understanding the Teen Brain and Juvenile Justice Jeopardy); Community Engagement and School-Based Initiatives (Tutoring, School Court, and Attendance Projects). The contract started July 1, 2020, in the amount of \$66,059.
- Commissioner Byers moved to approve accepting the grant as presented, second by Commissioner Murtaugh. Motion carried.

- E. **Resolution 2020-27-CM- Authorizing Application Submission OCRA Phase 1**  
The Resolution authorizes the application for grant funding, in the amount of \$100,000 to establish a delivery service. This service will provide supplies to quarantined individuals or those medically vulnerable during COVID-19 pandemic that are considered benefit low- and moderate-income persons.

- Commissioner Murtaugh moved to approve RES 2020-27-CM as presented, second by Commissioner Byers. Motion carried.

- F. **Resolution 2020-28-CM- Authorizing Application Submission Phase 2**  
The Resolution authorizes the application for grant funding in the amount of \$250,000 to address local businesses that have been impacted by COVID. This grant is focused on businesses that provide services to low- and moderate-income persons.

- Commissioner Murtaugh moved to approve RES 2020-28-CM as presented, second by Commissioner Byers. Motion carried.

**X. YOUTH SERVICES** – Rebecca Humphrey presented and recommended:

- A. MOA's with Lafayette School Corporation in the amount of \$12,240, Tippecanoe School Corporation in the amount of \$8,160, and West Lafayette School Corporation in the amount of \$2,040, for Truancy Mediation Services.

- Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

- B. Contract with Lafayette School Corporation for an Activities Bus through JDAI grant not to exceed \$8,181.76. Lafayette School Corporation will provide a bus that covers four different routes, four times per day, and will take kids who are in after school activities home. This will allow more children to participate in after school activities, such as the tutoring program. As a bonus to the bus, Tecumseh Junior High School has partnered with this program to provide these children dinner.

- Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

- C. Contract with Hope Alight, LLC, for training on Trust-Based Relational Interventions (TBRI) in the amount of \$7,575. This contract covers training for Youth Services workers to learn how to work with children that have attachment and trauma issues.

- Commissioner Murtaugh moved to approve the contract as presented, second by Commissioner Byers. Motion carried.

**XI. UNFINISHED/NEW BUSINESS** - None

**XII. REPORTS ON FILE**

- Clerk of the Circuit Court
- Tippecanoe County Treasurer
- Tippecanoe County Building Commission

-Low-Cost Spay Neuter Clinic

**XIII. PUBLIC COMMENT**

-Michael Morrison (902 S 11<sup>th</sup> St.) addressed the Commissioners on two questions. 1) The County Health Department's additional restrictions on bars and restaurants with the arrival of Purdue students, and 2) Governor Holcomb's ongoing emergency declaration and Executive orders. His major concern was how COVID-19 and the restrictions in place are affecting the small businesses in Tippecanoe County and possibly putting them out of business. He also asked the Commissioners to communicate to the Health Department on behalf of business owners and employees regarding the new restrictions and ask for them to be rescinded. He then asked the Commissioners to join the Attorney General's call for Governor Holcomb to bring the General Assembly into Special Session to deal with the ongoing COVID situation.

President Brown asked Mr. Morrison to email him all his referenced sources to review so that he can review and discuss it with Dr. Adler.

Commissioner Byers moved to adjourn. President Brown adjourned the meeting.

BOARD OF COMMISSIONERS OF  
THE COUNTY OF TIPPECANOE

\_\_\_\_\_  
Tracy A. Brown, President

\_\_\_\_\_  
Thomas P. Murtaugh, Vice-President

\_\_\_\_\_  
David S. Byers, Member

ATTEST:

\_\_\_\_\_  
Robert A Plantenga, Auditor      2/3/2020

Minutes prepared by Jennifer Wafford, Recording Secretary



# PROTECT *Greater* LAFAYETTE PARTNER PLEDGE

## HERE IS WHAT YOU CAN EXPECT FROM US



### CLEAN HANDS

We encourage and enable frequent hand washing or hand sanitization by staff and guests



### CLEAN FACILITIES

We frequently clean and disinfect spaces and surfaces according to CDC guidance



### FACE COVERINGS

We require and encourage the use of face coverings by staff and guests



### SOCIAL DISTANCE

We model and enable social distancing, keeping six feet between ourselves and others whenever possible



### STAY HOME WHEN SICK

We encourage wellness screenings and monitor for the symptoms of COVID-19; if symptoms are present or exposure to someone who has tested positive for COVID-19 are confirmed, we encourage staff and guests to stay home and contact a healthcare provider



### PROMOTE CONTACT-FREE SERVICES

We promote contactless and touch-free transactions and interactions whenever possible



### FOLLOW DIRECTIVES

We stay informed and adhere to evolving orders and directives issued by governmental and public health officials



### SHARE THE PLEDGE

We post and promote the Protect Greater Lafayette pledge



### PROTECT EACH OTHER

We are positive, attentive and helpful to anyone who may be in need of support



OWNER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

[protectgreaterlafayetteind.org](https://protectgreaterlafayetteind.org)

#PROTECTGREATERLAFAYETTE

THE

# Area Plan Commission

of TIPPECANOE COUNTY

20 NORTH 3RD STREET  
LAFAYETTE, INDIANA 47901-1209

(765) 423-9242  
(765) 423-9154 [FAX]  
www.tippecanoe.in.gov/apc

SALLIE DELL FAHEY  
EXECUTIVE DIRECTOR

August 20, 2020  
Ref. No.: 2020-201

Tippecanoe County Commissioners  
20 North Third Street  
Lafayette, Indiana 47901

## CERTIFICATION

**RE: Z-2801 WALLICK COMMUNITIES (NB to R3):**

Petitioner is requesting rezoning of 5.22 acres on the west side of Paramount Drive, just south of Lark apartments (formerly known as Campus Suites), for a proposed 60-unit, three building multi-family development known as Wabash Commons in Wabash 2 (NE) 23-5.

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on August 19, 2020 the Area Plan Commission of Tippecanoe County voted 17 yes - 0 no on the motion to rezone the subject real estate from NB to R3. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the Tippecanoe County Commissioners at their September 8, 2020 regular meeting. Petitioners or their representatives must appear to present their case.

Sincerely,



Sallie Dell Fahey  
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Joe Hall, Wallick Communities  
Patrick Cunningham, Paramount Development Group, LLC

---

---

**Z-2801**  
**WALLICK COMMUNITIES**  
**NB to R3**

**Staff Report**  
**August 13, 2020**

---

---

**REQUEST MADE, PROPOSED USE, LOCATION:**

Petitioner, with consent from property owner Paramount Development Group, LLC by its president, Patrick Cunningham, is requesting rezoning of 5.22 acres on the west side of Paramount Drive, just south of Lark apartments (formerly known as Campus Suites), for a proposed 60-unit, three building multi-family development known as Wabash Commons in Wabash 2 (NE) 23-5.

**ZONING HISTORY AND AREA ZONING PATTERNS:**

The zoning history on this part of the county is quite lengthy. The site is currently zoned NB, Neighborhood Business as is land adjacent to the south; the property to the north is zoned R3, Single, Two-family and Multi-family Residential. Originally all of these properties, located between the Cuppy-McClure regulated drain to the south and Hadley Lake to the north were zoned Flood Plain with a small elevated area zoned R1. In 1998, this small R1-zoned area was rezoned to NB (Z-1790). Sometime after that change, a Flood Plain certification was completed which drastically changed the FP boundary taking a majority of this land out of the FP and at the same time expanded the NB zone. In 2001, the 16 acres adjacent to the north were rezoned from NB to its current R3 designation.

Four acres to the southeast of the site in question has been rezoned three times (Z-1918, R1 & NB to R3; Z-2090, R3 to NB; and Z-2516, NB to R3) and is currently on this agenda as the site of Paramount Minor Subdivision (a two-lot split which will result in apartments on one of the two lots). A commercial building under construction to the south at the northwest corner of Sagamore Parkway and Paramount is the location of a signage variance on the August ABZA agenda.

While there is a plethora of zones within a mile radius of the site, only three are adjacent to the property: R3 to the north and east, NB to the south and FP to the west.

**AREA LAND USE PATTERNS:**

The site is currently unimproved. Half of an existing stormwater basin is located in the southwest corner of the rezone site. Although the property is composed of pieces of five separate small tracts, a multi-family subdivision is required in order to build the proposed development; this required plat will eliminate these old property lines. The nonbinding site plan (attached) shows a clubhouse and three buildings with a total of 60 low-income units (6 one-bedroom; 27 two-bedroom; and 27 three-bedroom units).

Surrounding the site in question are: Lark apartments; Lakeshore subdivision (duplexes); Lark townhomes (formerly Baywater Townhomes); and opposite the Cuppy-McClure county regulated drain, the US 52 mobile home estates.

**TRAFFIC AND TRANSPORTATION:**

The required 120 paved parking spaces have been shown on the submitted site plan. The site is located on Paramount Drive, classified by the adopted *Thoroughfare Plan* as a rural local road. An old proposed alignment for a connector between US 52 and I-65 was shown running through this property, but that plan has been replaced in favor of an alignment farther to the north of the site in question. CityBus has a route (21 A) that stops at the corner of Paramount and Pacific Drive which would be the driveway entrance to the proposed apartments.

**ENVIRONMENTAL AND UTILITY CONSIDERATIONS:**

American Suburban Utilities and Indiana-American Water serve the rezone site. Drainage approval from either Drainage Board or the County Surveyor will be necessary to complete the subdivision process.

**STAFF COMMENTS:**

The many R3 rezone staff reports written over the decades for this area included both recommendations of approval and denial. The negative recommendations at times were due to issues with sanitary sewer and drainage, other times staff argued for single-family developments to the north with higher densities extending to the south with commercial closest to Sagamore Parkway. These arguments are no longer valid since sewer and water are both available and land to the north already is developed with apartments.

Staff has more recently argued to limit the locations for new apartments, particularly apartments for Purdue students, to the downtown area of West Lafayette. Anecdotal evidence as well as the latest Rental Study would indicate a higher percentage of vacancies for student apartments farther away from campus. Currently, (or at least pre-Covid), it appears students prefer to live closer to both classes and city amenities than previous generations that relied heavily on their cars. The jury is still out on if the virus will change people's perceptions about living in a more densely populated environment.

Petitioner's website, however, indicates that it builds apartments for "low-income families and seniors," a demographic that could use additional choices in places to live. It is important to note that this site is located on a CityBus route. With existing multi-family developments adjacent to the north, northeast, east and a new apartment development likely to the southeast, it seems pointless to argue against an R3 rezone in this location.

**STAFF RECOMMENDATION:**

Approval

**ORDINANCE NO. \_\_\_\_\_**  
**AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF TIPPECANOE**  
**COUNTY, INDIANA, TO REZONE CERTAIN REAL ESTATE**  
**FROM NB TO R3**

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA:**

**Section 1:** The Unified Zoning Ordinance of Tippecanoe County, Indiana, being a separate ordinance and not part of a unified county code is hereby amended to rezone the following described real estate situated in Wabash Township, Tippecanoe County, Indiana

A part of the East Half of the Northeast Quarter of Section Two, Township Twenty-three North, Range Five West, Wabash Township, Tippecanoe County, Indiana, more particularly described as follows:

Commencing at the Southwest Corner of the Northeast Quarter of Section 2, Township 23 North, Range 5 West; thence North 88 degrees 38 minutes 29 seconds East along the south line of said quarter section (basis of bearing is the Paramount-Lakeshore Subdivision Phase One, Section One as per the plat thereof recorded in Plat Cabinet G, Slide 60, as document 200303024192 in the Office of the Recorder of Tippecanoe County, Indiana) 1307.57 feet to the Southwest Corner of the East Half of said quarter section; thence North 00 degrees 05 minutes 46 seconds East 1053.60 feet along the west line of said east half to the POINT OF BEGINNING of this description; thence continuing along said west line North 00 degrees 05 minutes 46 seconds East 440.22 feet to the south line of a tract of land granted to SSC Avenue North Apartments, LLC as instrument #201818000182 in said Office of the Recorder; thence South 89 degrees 56 minutes 48 seconds East 595.63 feet to the west line of Paramount Drive as described in said Paramount-Lakeshore Subdivision Phase One, Section One; The next three (3) courses are along said west line of Paramount Drive; (1) thence South 05 degrees 53 minutes 52 seconds East 252.31 feet; (2) thence along a tangent curve to the right (said curve having a radius of 170.00 feet and a chord bearing South 02 degrees 55 minutes 20 seconds East, 17.65 feet) an arc distance of 17.66 feet; (3) thence South 00 degrees 03 minutes 12 seconds West 51.84 feet; thence North 89 degrees 56 minutes 48 seconds West 501.93 feet; thence South 00 degrees 05 minutes 46 seconds West 69.48 feet; thence South 41 degrees 37 minutes 55 seconds East 122.15 feet; thence South 47 degrees 17 minutes 37 seconds West 138.53 feet; thence North 60 degrees 54 minutes 16 seconds West 3.34 feet; thence North 41 degrees 37 minutes 55 seconds West 77.58 feet; thence North 31 degrees 21 minutes 48 seconds West 88.34 feet to the point of beginning and containing 5.220 acres, more or less.

**Section 2:** The above-described real estate should be and the same is hereby rezoned from NB to R3.

**Section 3:** This ordinance shall be in full force and effect from and after its adoption.

Z-\_\_\_\_\_

(Adopted And Passed) (Denied) by the Board Of Commissioners of Tippecanoe County, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

VOTE:

\_\_\_\_\_  
Tracy Brown, President

\_\_\_\_\_  
Thomas Murtaugh, Vice President

\_\_\_\_\_  
David Byers, Member

ATTEST:

\_\_\_\_\_  
Robert Plantenga, Auditor

THE

# Area Plan Commission

of TIPPECANOE COUNTY

20 NORTH 3RD STREET  
LAFAYETTE, INDIANA 47901-1209  
August 20, 2020  
Ref. No.: 2020-194

(765) 423-9242  
(765) 423-9154 [FAX]  
[www.tippecanoe.in.gov/apc](http://www.tippecanoe.in.gov/apc)

SALLIE DELL FAHEY  
EXECUTIVE DIRECTOR

Tippecanoe County Commissioners  
20 N. 3<sup>rd</sup> Street  
Lafayette IN 47901

## CERTIFICATION

**RE: UZO AMENDMENT #97 BUSINESS PARK & GATEWAY  
DIRECTORY SIGNS:**

This amendment would amend the sign section of the UZO and would add a new category of signage: business park signs and gateway directory signs. *CONTINUED FROM THE JULY APC MEETING AFTER IT WAS TABLED TO THE AUGUST 5th ORDINANCE COMMITTEE MEETING.*

Dear County Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on August 19, 2020, the Area Plan Commission of Tippecanoe County voted 17 yes - 0 no on the motion to approve the enclosed amendment to the Unified Zoning Ordinance. Therefore, the Area Plan Commission of Tippecanoe County recommends to the County Commissioners that the proposed zoning ordinance amendment be approved.

Sincerely,



Sallie Dell Fahey  
Executive Director

SDF/crl

Enclosure: Staff Report and Ordinance

ORDINANCE NO. \_\_\_\_\_  
AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF  
TIPPECANOE COUNTY, INDIANA, NO. 97-51-CM

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF TIPPECANOE COUNTY, INDIANA, THAT THE UNIFIED ZONING ORDINANCE, BEING A SEPARATE ORDINANCE AND NOT PART OF A UNIFIED COUNTY CODE IS HEREBY AMENDED AS FOLLOWS:

**Section 1.** Add two new definitions to UZO Section 1-10-2 WORDS AND TERMS DEFINED as follows:

**BUSINESS PARK.** A commercial subdivision with internal public streets, containing more than two lots, the limits of which are created by the approved preliminary plat, with a *gateway directory sign* located near the main entrance from the perimeter arterial street, that advertises the businesses located on the lots within the subdivision. In addition to advertising on the *gateway directory sign*, businesses within a business park may have no more than one *monument sign* equal to up to 50% of the business's total allotment of signage located on its *sign-lot*. All other signage for businesses within the business park shall be fascia signage. A business park is not an *integrated center*.

**GATEWAY DIRECTORY SIGN.** A sign located at the main entrance of a *business park* that advertises the businesses located within a commercial subdivision. A minimum of 25% of the sign's supporting structure shall be composed of brick, masonry, or stone. The name of the *business park* shall comprise at least 20% of the total sign area of the gateway directory sign. The size and height of a gateway directory sign is as described in Section 4-8 below. A gateway directory sign may only be erected within a sign easement.

**Section 2.** Change UZO 4-8-5 Maximum Sign Area Per Sign-lot, By Zone to read as follows:

The maximum total *sign* area for a *sign-lot* (except for *building marker signs, gateway signs, gateway directory signs, incidental signs, flags* and *event oriented signs* which are exempt from this section), is calculated using the following table. It is determined for up to three *street frontages* along a private or public *road* by multiplying the appropriate *zonal base rate* by the *road* speed limit factor, the *building setback* factor, and the percent of permitted *freestanding sign* area used. A *sign-lot's* maximum total *sign* area is then the calculated sum of the *sign* areas for all-up to three *street frontages*, unless that sum falls below the *sign area assurance* or above the *sign area cap* noted on the following page. Except as indicated in 4-8-6 below regarding *freestanding signs*, the total *sign* area may be applied at any location on a *sign-lot*. See 4-8-7 below for maximum *sign* area for *primary uses* within *integrated centers* and for *integrated center signs*. Notes follow on the next page. A worksheet can be found in Appendix D.

**Section 3.** Change UZO 4-8-6 Number of Freestanding Signs per Sign-Lot as follows:

	Institutional Use: Res/Rural zone	MRU NBU NB OR MR GB HB CB	11, 12, 13
MAX. NUMBER OF FREESTANDING SIGNS	1 per <del>each road frontage</del> street frontage, up to a maximum of 2 signs which shall be separated by at least 500' of total street frontage.		

**Section 4.** Add two new charts as **UZO 4-8-8 (b) and (c)** to calculate the area and height of gateway directory signs as follows:

**Gateway Directory Sign Area equals:**

Zonal Base Rate	x	Property area factor	x	Road speed limit factor
40 sq.ft.		10 acres or smaller = 1.5		40mph or less = 1.5
		Over 10 acres = 2.5		45mph or more = 2.5

**Gateway Directory Sign height maximum:**

Sign Area	Sign Height
100 square feet or less	20'
101 to 200 square feet	25'
Over 200 square feet	30'

Minimum sign setback is no less than the sign height.

**Section 5.** Change the sign worksheet in **UZO Appendix D-2** as follows:

Step 1: Calculate A x B x C x D (for every frontage not to exceed three) = E

frontage not to exceed two) = E

This ordinance shall be in full force and effect from and after its passage.

**(Adopted And Passed) (Denied) by the Board of Commissioners of Tippecanoe County, Indiana, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

VOTE:

\_\_\_\_\_

\_\_\_\_\_  
David S. Byers, President

\_\_\_\_\_

\_\_\_\_\_  
Tracy A. Brown, Vice President

\_\_\_\_\_

\_\_\_\_\_  
Thomas P. Murtaugh, Member

ATTEST:

\_\_\_\_\_  
Robert Plantenga, Auditor

---

## **UZO Amendment #97 BUSINESS PARK/GATEWAY DIRECTORY SIGNS**

**Revised Staff Report  
August 13, 2020**

---

This amendment would create a definition for a new type of development called a “business park” with limits placed on the amount and type of signage the businesses within the development could have. The amendment also creates a new type of sign called a “gateway directory sign” which is similar to an integrated center sign. Erecting a gateway directory sign near the entrance to a commercial development means the development is a business park and the signage requirements found in the definition of a business park would dictate the type and size of signs permitted for each business. The amendment also made changes to the UZO’s existing signage regulations.

At last month’s APC meeting, staff presented two different proposals regarding existing signage regulations: one recommended by staff and the Administrative Officers, that reduced the total amount of signage a business could have (as well as limiting a business’s number of freestanding signs), and a second proposal recommended by the Ordinance Committee that did not change the current sign regulations. (Both proposals created a new type of sign called a “gateway directory sign” and created sign restrictions in a development defined as a “business park.”) Instead of choosing a proposal, the Area Plan Commission voted to send the amendment back to Ordinance Committee for further discussion.

At the Ordinance Committee meeting in July a compromise amendment was discussed and approved. No changes were made to the originally proposed “gateway directory sign” or the “business park” definitions. The changes made were only to the existing signage regulations that apply to stand-alone businesses. Currently the UZO allows one freestanding sign per road frontage. A corner lot gets two freestanding signs; a business with three road frontages gets 3 freestanding signs and so on. Luckily, most business owners have not been taking advantage of this law. Instead of limiting freestanding signs to one per 2000’ of road frontage (staff’s original proposal); the proposal is now to allow up to two freestanding signs as long as the business has two street frontages and the signs are separated by a minimum of 500 linear feet of road frontage.

The other change would slightly lessen the amount of signage a business would be permitted. Currently, the UZO gives a bonus for businesses that have multiple street frontages. Every street the business touches gives the business additional signage. Staff attempted to change that so that only two street frontages could be counted when determining the allotment of signage allowed. The compromise position reached by Ordinance Committee and staff was to limit this to counting no more than 3 street frontages in the sign allotment calculations.

The unfortunate result of a compromise is...instead of one group being unhappy and another group being happy, no one is exactly happy and getting everything they desired. However, this proposal is fairer and is a small step towards limiting a too liberal UZO freestanding sign section. This compromise amendment has the approvals of both Lafayette and West Lafayette City Engineer's Offices as well as Ordinance Committee and APC staff.

**RECOMMENDATION:**

approval

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING  
ORDINANCE NO. \_\_\_\_\_  
BEING THE UNIFIED ZONING ORDINANCE  
OF TIPPECANOE COUNTY.**

**Be it ordained** by the (County Commissioners of Tippecanoe County, Indiana; the Common Council of the City of Lafayette, Indiana; the Common Council of the City of West Lafayette, Indiana; the Town Council of the Town of Battle Ground, Indiana; the Town Council of the Town of Dayton, Indiana; and the Town Council of Clarks Hill, Indiana), that Ordinance No. \_\_\_\_\_, being the Unified Zoning Ordinance of Tippecanoe County is hereby amended as follows:

**Section 1. Add two new definitions to UZO Section 1-10-2 WORDS AND TERMS DEFINED as follows:**

**BUSINESS PARK.** A commercial subdivision with internal public streets, containing more than two lots, the limits of which are created by the approved preliminary plat, with a **gateway directory sign** located near the main entrance from the perimeter arterial street, that advertises the businesses located on the lots within the subdivision. In addition to advertising on the **gateway directory sign**, businesses within a business park may have no more than one **monument sign** equal to up to 50% of the business's total allotment of signage located on its **sign-lot**. All other signage for businesses within the business park shall be fascia signage. A business park is not an **integrated center**.

**GATEWAY DIRECTORY SIGN.** A sign located at the main entrance of a **business park** that advertises the businesses located within a commercial subdivision. A minimum of 25% of the sign's supporting structure shall be composed of brick, masonry, or stone. The name of the **business park** shall comprise at least 20% of the total sign area of the gateway directory sign. The size and height of a gateway directory sign is as described in Section 4-8 below. A gateway directory sign may only be erected within a sign easement.

**Section 2. Change UZO 4-8-5 Maximum Sign Area Per Sign-lot, By Zone to read as follows:**

The maximum total **sign** area for a **sign-lot** (except for **building marker signs, gateway signs, gateway directory signs, incidental signs, flags** and **event oriented signs** which are exempt from this section), is calculated using the following table. It is determined for up to three **street frontages** along a private or public **road** by multiplying the appropriate **zonal base rate** by the **road** speed limit factor, the **building setback** factor, and the percent of permitted **freestanding sign** area used. A **sign-lot's** maximum total **sign** area is then the calculated sum of the **sign** areas for all-up to three **street frontages**, unless that sum falls below the **sign area assurance** or above the **sign area cap** noted on the following page. Except as indicated in 4-8-6 below regarding

**freestanding signs**, the total **sign** area may be applied at any location on a **sign-lot**. See 4-8-7 below for maximum **sign** area for **primary uses** within **integrated centers** and for **integrated center signs**. Notes follow on the next page. A worksheet can be found in Appendix D.

**Section 3.** Change **UZO 4-8-6 Number of Freestanding Signs per Sign-Lot** as follows:

	Institutional Use: Res/Rural zone	MRU NBU NB OR MR GB HB CB	I1, I2, I3
MAX. NUMBER OF FREESTANDING SIGNS	1 per each road frontage street frontage, up to a maximum of 2 signs which shall be separated by at least 500' of total street frontage		

**Section 4.** Add two new charts as **UZO 4-8-8 (b) and (c)** to calculate the area and height of gateway directory signs as follows:

**Gateway Directory Sign Area equals:**

Zonal Base Rate	x	Property area factor	x	Road speed limit factor
40 sq.ft.		10 acres or smaller = 1.5		40mph or less = 1.5
		Over 10 acres = 2.5		45mph or more = 2.5

**Gateway Directory Sign height maximum:**

Sign Area	Sign Height
100 square feet or less	20'
101 to 200 square feet	25'
Over 200 square feet	30'

Minimum sign setback is no less than the sign height.

**Section 5.** Change the sign worksheet in **UZO Appendix D-2** as follows:

Step 1: Calculate A x B x C x D (for every frontage not to exceed three) = E

This ordinance shall be in full force and effect from and after its passage.

**TIPPECANOE COUNTY**

**CARROLL COUNTY TRAFFIC COUNT AGREEMENT**

**ADDENDUM**

**THIS ADDENDUM**, effective as of the 8<sup>th</sup> day of September 2020, is entered into by and between the **County of Tippecanoe, State of Indiana** (hereinafter referred to as the “County”), by and through its Board of Commissioners and **Brian J. Fahey** and **Robert Dunlap**, (hereinafter referred to as the “Contractors”);

**WHEREAS**, the County and the Contractors entered into Agreements on or about April 6, 2020, for the purpose of conducting traffic counting activities in Carroll County, Indiana;

**WHEREAS**, said Agreements anticipated the counts being performed on or before June 30, 2020;

**WHEREAS**, an Executive Order by the Governor of the State of Indiana and Tippecanoe County and Carroll County emergency resolutions impeded the ability to perform all sixty-five (65) counts by June 30, 2020;

**WHEREAS**, the County, the Contractors, APCTC and Carroll County desire to complete the remaining 46 traffic counts.

**NOW, THEREFORE**, the County and the Contractors do mutually agree to extend the original Term of Agreements to end on December 31, 2020; all other terms of the Agreements remain in effect including the signed and submitted Conflict of Interest Statement.

IN WITNESS WHEREOF, the County and the Contractors have executed this Agreement as of the date first above written.

CONTRACTORS

Signature: \_\_\_\_\_  
Brian J. Fahey

Signature: \_\_\_\_\_  
Robert Dunlap

COUNTY OF TIPPECANOE  
STATE OF INDIANA

BY: \_\_\_\_\_  
Tracy A. Brown, President  
Board of Commissioners

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

Attest:

\_\_\_\_\_  
Robert A. Plantenga, Auditor

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

## LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between Tippecanoe County, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Beam, Longest and Neff, L.L.C ("the CONSULTANT"), [a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1902754

Project Description: Replacement of Tippecanoe County Bridge No. 527, Old US 231 over Wea Creek

### RECITALS

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

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

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

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

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

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

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

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

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

**SECTION IV COMPENSATION.** The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$431,000.00**.

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

**SECTION VI GENERAL PROVISIONS**

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
2. **Assignment; Successors.**
  - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA's prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
  - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise ("DBE") SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT's Economic Opportunity Division Director.
3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.
4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.
5. **Certification for Federal-Aid Contracts Lobbying Activities.**
  - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
    - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

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

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.
7. **Compliance with Laws.**
- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
  - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. **Confidentiality of LPA Information.**

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

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

11. **DBE Requirements.**

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

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

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

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

**12. Non-Discrimination.**

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

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

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
  - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
  - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
    - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
    - (b) cancellation, termination or suspension of the Contract, in whole or in part.
  - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

**13. Disputes.**

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

**14. Drug-Free Workplace Certification.**

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
  - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
  - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

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

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

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

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

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

16. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
- A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
- B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
- C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
  - a. United States Longshoremen & Harbor workers
  - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

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

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.
23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

Stewart Kline, Executive Highway Director  
Tippecanoe County Highway Department  
20 North 3<sup>rd</sup> Street  
Lafayette, IN 47901

Notices to the CONSULTANT shall be sent to:

James B. Longest, President  
8320 Craig Street  
Indianapolis, IN 46250

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
  - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
  - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to the address shown in Section 23 above.
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
  - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

**35. Termination for Default.**

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
- (i) the CONSULTANT fails to:
    - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
    - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
    - 3. Make progress so as to endanger performance of this Contract; or
    - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
  - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

**Non-Collusion.**

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

**CONSULTANT**

**MONROE COUNTY BOARD OF COMMISSIONERS**

DocuSigned by:

James B. Longest  
Signature

James B. Longest, President  
(Print or type name and title)

\_\_\_\_\_  
Signature

Tracy A. Brown, President  
(Print or type name and title)

\_\_\_\_\_  
Signature

Thomas P. Murtaugh, Vice President  
(Print or type name and title)

Attest:

DocuSigned by:

Jessica Chew  
Signature

Jessica Chew  
(Print or type name and title)

\_\_\_\_\_  
Signature

David S. Byers, Member  
(Print or type name and title)

Attest:

\_\_\_\_\_  
Signature

## APPENDIX "A"

### Services to be furnished by CONSULTANT:

1. Route Survey
  - 1.1 Perform the fieldwork as required for the route survey.
  - 1.2 Furnish a determination of all existing right-of-way and apparent property lines and to show same on plans.
  - 1.3 Prepare and record the route survey plat.
2. Environmental
  - 2.1 Develop and document a Categorical Exclusion (CE) as falling within the guidelines of the Council on Environmental Quality regulations implementing NEPA (40 CFR 1500-1508) and FHWA regulations (23 CFR 771). Documentation as a CE includes performing services in accordance with Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act.
  - 2.2 The following items shall be considered a change in the scope of work and cause for a supplemental agreement:
    - 2.2.1 Preparation of an Environmental Assessment/Finding Of No Significant Impact (EA/FONSI) or an Environmental Impact Statement (EIS)
    - 2.2.2 Phase I archaeological subsurface reconnaissance
    - 2.2.3 Phase II hazardous materials site investigation
    - 2.2.4 Hazardous materials remediation plan
    - 2.2.5 Wetland mitigation design
    - 2.2.6 Encroachment upon historic sites, publicly owned park and recreation lands, wildlife and waterfront refuges
    - 2.2.7 A finding of an adverse effect in accordance with Section 106 of the National Historic Preservation Act
    - 2.2.8 A formal public hearing
  - 2.3 Prepare a Waters of the US Report for the Project.
3. Bridge Design
  - 3.1 Make preliminary investigations, design studies leading to the preparation of a preliminary general plan or plans, and approximate estimates of cost.
  - 3.2 Make final plans to appropriate scale, with geometric computations to be precise for field layout, specifications and estimates of construction cost.

- 3.3 Furnish properly referenced horizontal and vertical control points throughout the Project.
- 3.4 Furnish a determination of all required right-of-way and to show same on plans.
- 3.5 Perform an MEPDG Pavement Design for Rockport Road. It is assumed that one (1) pavement design will be required for the Project.
4. Soils Investigation and Report
  - 4.1 Obtain the necessary borings and substructure explorations, and the analysis thereof, in connection with the Project.
  - 4.2 Borings shall extend sufficiently in depth to obtain characteristic data for the proper design of the Project.
5. Right-of-Way Engineering
  - 5.1 Provide last deed of record and/or title searches (as required) for each parcel involved with right-of-way acquisition.
  - 5.2 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.
  - 5.3 Furnish metes and bounds legal descriptions for acquisitions required for the Project.
  - 5.4 Provide one set of right-of-way acquisition plans.
  - 5.5 Prepare a Plat One for the Project.
  - 5.6 Provide in the field a stake-out locating the new right-of-way line for the partial takings included in the parcels. The stake-out shall be made using wooden hubs located at appropriate points indicating the right-of-way, easements or right-of-entry for the Project.
  - 5.7 Upload completed Right-of-Way Engineering packets into LRS.
6. General
  - 6.1 Prepare applications and documents to assist the LPA in obtaining permits as required from various governmental agencies. It is anticipated that one (1) IDEM 401 Permit, one (1) USACOE 404 Permit, one (1) IDNR Permit and one (1) Rule 5 Permit will be required.
  - 6.2 Coordinate with utilities, prepare utility reimbursement agreements (if necessary) and perform utility coordination during construction as required by INDOT on a federal aid project.

- 6.3 Meet with the LPA or its representatives, when requested or necessary for consultation or conference. It is anticipated that approximately two (2) client coordination meetings will be required.
- 6.4 Gather data, perform field inspections and document the results in an Asbestos Inspection Report.
7. The CONSULTANT shall review the contract bid package and coordinate any necessary corrections with the Technical Services Division.
8. Following the award of the construction Contract, the CONSULTANT will be responsible for attending the pre-construction meeting(s) (conferences). During the course of construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
9. If during the construction phase it is determined that unforeseen or unusual conditions arise, the CONSULTANT shall revise the plans based on the current conditions.
10. If requested by the LPA, the CONSULTANT will have the CONSULTANT's project designer attend and participate in (1) a workshop with employees of the LPA, INDOT, contractor, subcontractors, etc. to develop a statement of goals, and (2) follow-up meetings.
11. In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

## APPENDIX "B"

### Information and Services to be furnished by LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Assist the CONSULTANT in obtaining property owner information, deeds, plans of adjacent developments, section corner information and any other pertinent information necessary to perform the Services under the Agreement.
2. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
3. Specifications and standard drawings applicable to the project.
4. Plans of existing structures within the project limits, if available.
5. All written views pertinent to the location and environmental studies that are received by the LPA.
6. Available data from the transportation planning process, including traffic assignments and projections.
7. Utility plans available to the LPA covering utility facilities, the location of signals and underground conduits throughout the affected areas.
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
9. All legal services as may be required for the development of the Project.
10. Provide access, at no expense to the CONSULTANT, to LPA'S officers and/or staff, to all available information pertinent to the Project and the use of such information as appropriate in the accomplishment of the Services.
11. Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.

## APPENDIX "C"

### Schedule:

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

1. The services by the CONSULTANT shall be completed within 1,095 calendar days after receipt of a notice to proceed, exclusive of review time by other agencies and pending acquisition of proposed right-of-way.
2. The CONSULTANT will keep the tracings until a time four months prior to a scheduled letting.
3. Construction Changes
  - a. Questions, clarifications, or corrections requested by LPA Construction personnel regarding the interpretation of the CONSULTANT's plans shall be addressed by the CONSULTANT within a reasonable period of time from the CONSULTANT's receipt of LPA's request.
  - b. Modifications to the plans during the construction phase due to unforeseen or unusual conditions shall be made within a reasonable period of time following receipt by the CONSULTANT of LPA's notice to proceed.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$431,000.00, (Sections A.1, A.2, A.3, A.4, A.5, A.6 and A.7 - \$421,000.00, Section A.8, A.9 and A.10 - \$10,000.00), unless a supplement is executed by the parties which increases the maximum amount payable.

2. The CONSULTANT shall be paid for the work performed under this Contract on a lump sum basis in accordance with the following schedule:

a. Survey	\$ 42,500.00
b. Utility Survey	\$ 2,900.00
c. Categorical Exclusion	\$ 30,200.00
d. Waters of the US Report	\$ 9,000.00
e. Bridge Design and Plans	\$206,600.00
f. MEPDG Pavement Design	\$ 8,100.00

The CONSULTANT shall not be paid for any service performed by LPA or not required to develop this project.

3. Amount of Payment (Geotechnical Services)

A. The CONSULTANT shall receive as payment for the work performed under this contract related to Geotechnical Services based on the specific cost per unit multiplied by the actual units of work performed.

1. Geotechnical boring and sampling, as set out herein, will be paid for in accordance with Attachment D-1.

2. The amount of \$39,673.57 is an estimate of the cost which the CONSULTANT will incur in fulfilling the requirements of Item 4 of Appendix "A". The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$43,600.00 unless and until a supplemental agreement is executed.

4. Compensate the CONSULTANT for the Services under Appendix "A", Item 5 (Right-of-Way Engineering and Services), based on the specific cost per unit multiplied by the actual units of work performed in accordance with the following schedule. The schedule shall be renegotiated should the completion of the work extend beyond 24 months from the date of the execution of the Agreement.

<u>Item</u>	<u>Cost</u>
<b>Right-of-Way Engineering</b>	
Abstracting	
-20 year Residential Title Search (3 Reports)	\$ 405.00 per report
-20 year Commercial Title Search (1 Report)	\$ 455.00 per report
-20 year Agricultural Title Search (0 Reports)	\$ 455.00 per report
-Title Updates (4 Reports)	\$ 180.00 per report
R/W Plans (4 Parcels)	\$ 540.00 per parcel
Legal Descriptions (9 Descriptions)	\$1,080.00 per description
Parcel Plats (4 Parcels)	\$ 820.00 per parcel
R/W Staking (4 Parcels)	\$ 895.00 per parcel
Plat One (1 each)	\$1,400.00
Upload to LRS (4 Parcels)	\$ 150.00 per parcel

Due to the nature of the Project, an exact fee cannot be determined; however, it is estimated that approximately twenty three thousand two hundred dollars (\$23,200.00) will be required to complete Right-of-Way Engineering. The CONSULTANT will contact the LPA when 80% of the fee has been expended. A determination will be made at that time if the fees are sufficient to complete the Project. The CONSULTANT is to be compensated monthly.

5. For the services required in accordance with Section A.6 of Appendix "A", funding will be encumbered in an amount not to exceed \$54,900.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".
6. If services are required in accordance with Sections A.8, A.9 and A.10 of Appendix "A", funding will be encumbered in an amount not to exceed

\$10,000.00, and the CONSULTANT will receive payment for the work in accordance with Section B.3 of Appendix "D".

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Stewart Kline, Executive Highway Director  
Tippecanoe County Highway Department  
20 North 3<sup>rd</sup> Street  
Lafayette, IN 47901

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher. The CONSULTANT shall attach thereto a summary of each pay item in Section A.2 of this Appendix, including percentage completed and prior payments.

If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 1 of this Contract or the CONSULTANT's last known address.

2. LPA, for and in consideration of the rendering of the engineering services provided for in Appendix "A", except Sections A.6, A.8, A.9 and A.10, agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:
  - a. For each pay item, and upon receipt of invoices from the CONSULTANT and the approval thereof by LPA, payments covering the work performed shall be due and payable to the CONSULTANT, such payments to be equal to an amount arrived at by multiplying the percentage of the specified work performed by the fee heretofore set forth. From the partial payment thus computed, there shall be deducted all previous partial fee payments made to the CONSULTANT.
  - b. Upon approval by LPA, after submittal of the completed work, a sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.

3. LPA, for and in consideration of the rendering of the engineering services provided for in Sections A.6, A.8, A.9 and A.10 of Appendix "A", agrees to pay the CONSULTANT in the following manner:

a. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Contract at the direct salary and wages of each employee, PLUS a provisional overhead rate acceptable to LPA's Division of Accounting and Control, PLUS profit, PLUS direct non-salary costs as approved by LPA. Profit will only be applied to direct salary and wages plus applicable overhead.

Each employee's reimbursable direct charge rate will be limited to \$71.21/hour. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this contract, such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.; however, the direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current LPA policy on travel reimbursement. Profit shall equal 15.0 percent of the direct salary and wages PLUS overhead expenses attributable to this contract. The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from LPA's Division of Accounting and Control, except that LPA shall adjust this rate at the time of final payment to a rate representative of actual payroll burden and general overhead costs as determined by audit and approved by LPA. The overhead rate shall be determined by LPA's Division of Accounting and Control in accordance with generally accepted government auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR subpart 31.2.

b. Payment shall be made monthly to the CONSULTANT upon submission to LPA of an invoice. When submitting an invoice, the CONSULTANT shall furnish a copy of records showing the individuals who worked on the project during the month, number of hours worked on the project, and the hourly rate. No allowance shall be made for overtime premium wages unless authorized in advance by LPA.

c. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within five percent (5%) of the maximum amount payable, all work shall

cease and the status will be evaluated. The work will not resume until an adjusted maximum amount payable has been determined and a supplement executed to cover the increased cost.

### INDOT Approved Fee Schedule 2020

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item	Description	Quantity	Unit	Unit Price	Total
<b><u>GEOTECHNICAL FIELD</u></b>					
1.	Mobilization and Field Coordination				
	a. SPT Rig	1	ea	\$284.00	\$ 284.00
	b. CPT		ea	475.00	-
	c. Mileage	128	mi	3.70	473.60
2.	Truck mounted borings with split spoon sampling				
	a. Standard		ft	20.00	-
	b. Night time		ft	23.60	-
3.	Truck mounted borings with drilling fluid				
	a. Standard		ft	22.00	-
	b. Night time		ft	26.00	-
4.	Truck mounted core drilling				
	a. Standard		ft	41.00	-
	b. Night time		ft	48.40	-
5.	Truck mounted borings				
	a. Truck mounted borings through bedrock or boulders or concrete pavement				
	i. Standard		ft	41.00	-
	ii. Night time		ft	48.40	-
	b. Bridge deck coring and restoration				
	i. Standard	1	ea	368.00	368.00
	ii. Night time		ea	434.00	-
6.	Cone penetrometer testing				
	a. Set up				
	i. Standard		ea	84.00	-
	ii. Night time		ea	99.00	-
	b. Subsurface profiling				
	i. Standard		ft	13.00	-
	ii. Night time		ft	15.00	-
	c. Profiling with pore pressure measurement				
	i. Piezometric Saturation				
	a. Standard		ea	98.00	-
	b. Night time		ea	115.00	-
	ii. Penetration				
	a. Standard		ft	15.25	-
	b. Night time		ft	18.00	-
	iii. Pore water dissipation test				
	a. Standard		hr	200.00	-

## INDOT Approved Fee Schedule 2020

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item Description	Quantity	Unit	Unit Price	Total
b. Night time		hr	235.00	-
iv. Hydraulic conductivity and consolidation				
a. Standard		ea	79.00	-
b. Night time		ea	93.00	-
d. Profiling with Shearwave Velocity Measurement				
i. Standard		ft	17.00	-
ii. Night time		ft	20.00	-
e. Sample				
i. Standard		ea	26.00	-
ii. Night time		ea	30.00	-
7. Hand or truck soundings				
a. Standard		ft	13.25	-
b. Night time		ft	15.50	-
8. Hand auger drilling				
a. Standard		ft	13.75	-
b. Night time		ft	16.25	-
9. Skid mounted borings with split spoon sampling				
a. Standard	360	ft	32.00	11,520.00
b. Night time		ft	37.75	-
10. Skid mounted borings using drilling fluid				
a. Standard		ft	33.50	-
b. Night time		ft	39.50	-
11. Skid mounted core drilling				
a. Standard		ft	46.00	-
b. Night time		ft	54.00	-
12. Skid mounted boring through bedrock or boulders				
a. Standard		ft	48.00	-
b. Night time		ft	56.00	-
13. Skid mounted soundings				
a. Standard		ft	19.00	-
b. Night time		ft	22.00	-
14. Skid Mounted Cone Penetrometer Testing (CPT)				
a. Set up				
i. Standard		ea	121.00	-
ii. Night time		ea	143.00	-
b. Subsurface profiling				
i. Standard		ft	18.75	-
ii. Night time		ft	22.00	-

## INDOT Approved Fee Schedule 2020

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item Description	Quantity	Unit	Unit Price	Total
c. Profiling with pore pressure measurement				
i. Piezometric Saturation				
a. Standard		ea	116.00	-
b. Night time		ea	137.00	-
ii. Penetration				
a. Standard		ft	22.00	-
b. Night time		ft	26.00	-
iii. Pore Water Dissipation Test				
a. Standard		hr	231.00	-
b. Night time		hr	273.00	-
iv. Hydraulic Conductivity and Consolidation				
a. Standard		ea	89.00	-
b. Night time		ea	105.00	-
d. Profiling with Shearwave Velocity Measurement				
i. Standard		ft	26.25	-
ii. Night time		ft	31.00	-
e. Sample				
i. Standard		ea	34.00	-
ii. Night time		ea	40.00	-
15. Furnishing of a boat		Actual Cost		-
16. Barge set-up expenses				
a. Navigable water				
i. Barge set-up		ea	6,300.00	-
ii. Rental of support equipment and/or boat		Actual Cost		-
iii. Drill rig down time		hr	157.00	-
b. Non-navigable water barge set-up		ea	5,250.00	-
17. Additional disassembly and reassembly				
a. Navigable water		ea	2,200.00	-
b. Non-navigable water		ea	2,000.00	-
18. Barge mounted borings with split spoon sampling		ft	35.00	-
19. Barge mounted core drilling		ft	48.00	-
20. Barge mounted boring through bedrock or boulders		ft	48.00	-
21. Barge mounted soundings		ft	21.00	-
22. Casing through water		ft	9.00	-
23. Uncased sounding through water		ft	6.00	-
24. Set up for borings and machine soundings				
a. Borings and machine soundings less than 20 ft deep	6	ea	74.00	444.00
b. Rock core borings		ea	126.00	-

## INDOT Approved Fee Schedule 2020

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item Description	Quantity	Unit	Unit Price	Total
25. Additional 2-in. split spoon sampling		ea	22.00	-
26. 3-in. split spoon samples		ea	24.00	-
27. 3-in. Shelby tube samples	3	ea	66.00	198.00
28. Bag samples				
a. 25-lb sample	1	ea	54.00	54.00
b. 5-lb sample	4	ea	35.00	140.00
29. Field vane shear test				
a. Standard		ea	121.00	-
b. Night time		ea	143.00	-
30. 4½-in. cased hole		ft	13.00	-
31. Installation of Geotechnical Instruments				
a. Inclinator casing installation				
i. Standard		ft	16.00	-
ii. Night time		ft	19.00	-
b. Piezometer installation up to 25 ft below surface		ea	284.00	-
c. Piezometer installation deeper than 25 ft below surface		ea	315.00	-
d. Metal protective outer cover for inclinometer and piezometer casings		ea	132.00	-
32. Railroad expenses		Actual Cost		-
33. Twenty-four hour water levels				
a. Field measurements per borehole				
i. Standard	9	ea	40.00	360.00
ii. Night time		ea	48.00	-
b. PVC slotted pipe		ft	6.50	-
34. Special borehole backfilling				
a. 0 to 30 ft				
i. SPT				
a. Standard	9	ea	150.00	1,350.00
b. Night time		ea	175.00	-
ii. CPT				
a. Standard		ea	49.00	-
b. Night time		ea	57.00	-
b. More than 30 ft				
i. SPT				
a. Standard		ft	7.00	-
b. Night time		ft	8.25	-
ii. CPT				

## INDOT Approved Fee Schedule 2020

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item Description	Quantity	Unit	Unit Price	Total
a. Standard		ft	2.00	-
b. Night time		ft	2.40	-
c. Pavement restoration				
i. Standard	6	ea	65.00	390.00
ii. Night time		ea	75.00	-
35. Equipment Rental		Actual Cost		-
36. Traffic control				
a. Flag crew		day	800.00	-
b. Equipment Rental and Professional traffic Control Services		Actual Cost		-
c. Flag crew with equipment	7	day	950.00	6,650.00
37. Centerline surveying		Actual Cost		-
38. Percolation Test				
a. Granular Soils (A-1, A-2, A-3)		ea	2,000.00	-
b. Cohesive Soils (A-4, A-5, A-6, A-7)		ea	3,000.00	-
<b>Subtotal (Geotechnical Field)</b>			<b>\$</b>	<b>22,231.60</b>
<b><u>GEOTECHNICAL LABORATORY</u></b>				
39. Sieve analysis for soils	12	ea	52.00	\$ 624.00
40. Hydrometer analysis	8	ea	61.00	488.00
41. Sieve analysis for Aggregates				
a. Analysis by Washing (AASHTO T-11)		ea	81.50	-
b. Analysis by Using (AASHTO T-27)		ea	142.00	-
42. Liquid limit	8	ea	41.00	328.00
43. Plastic limit & plasticity index	8	ea	30.00	240.00
44. Liquid Limit Ratio		ea	79.00	-
45. pH test	12	ea	16.50	198.00
46. Loss on Ignition Test				
a. Loss on Ignition Test (Conventional)	10	ea	26.00	260.00
b. Loss on Ignition Test (Sequential)		ea	55.00	-
c. Organic content based on Colorimeter		ea	26.00	-
47. Topsoil Tests				
a. Phosphorus tests	4	ea	23.00	92.00
b. Potassium tests	4	ea	23.00	92.00
48. Moisture Content Test				
a. Moisture Content Test ( Conventional)	120	ea	7.25	870.00
b. Moisture Content Test (Microwave)		ea	9.00	-
49. Expansion Index of Soils		ea	247.00	-
50. Specific Gravity Test	1	ea	38.00	38.00

## INDOT Approved Fee Schedule 2020

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item Description	Quantity	Unit	Unit Price	Total
51 Unit weight determination		ea	19.00	-
52 Hydraulic Conductivity Test				
a. Constant Head		ea	247.00	-
b. Falling Head		ea	300.00	-
53 Unconfined Compression Test on soils & Rocks				
a. Unconfined Compression Test (Soils)	6	ea	50.00	300.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/ stabilization (3 samples is equal to 1 unit)		ea	125.00	-
c. Point Load Strength Index of Rock		ea	55.00	-
54 Compressive Strength and Elastic Moduli of Intact Rock				
a. Compressive Strength of Intact Rock		ea	120.00	-
b. Elastic Moduli of Intact Rock		ea	452.00	-
55 Consolidation Test		ea	500.00	-
56 Triaxial test				
a. Unconsolidated - Undrained (UU)		ea	375.00	-
b. Consolidated - Undrained (CU)		ea	550.00	-
c. Consolidated - Drained (CD)		ea	775.00	-
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation		ea	260.00	-
57 Direct Shear Test		ea	575.00	-
58 Moisture-Density Relationship Test				
a. Standard Proctor	1	ea	150.00	150.00
b. Modified Proctor		ea	165.00	-
59 Soil Support Testing				
a. Subgrade Resilient Modulus on remolded soils	1	ea	660.00	660.00
b. Resilient modulus on Shelby tube		ea	420.00	-
60 Collapse Potential Evaluation Test				
a. Cohesive or Expansive Soils		ea	500.00	-
61 Water Soluble Sulfate Test	1	ea	110.00	110.00
62 Water Soluble Chloride Test		ea	110.00	-
63 Soil Resistivity Test		ea	150.00	-
64 Shale Durability Tests				
a. Slake Durability Index Test		ea	140.00	-
b. Jar Slake Test		ea	15.00	-
<b>Subtotal (Geotechnical Laboratory)</b>				<b>\$ 4,450.00</b>
<b><u>CONSTRUCTION INSPECTION AND MONITORING</u></b>				
74 Pressuremeter Testing services		day	1,800.00	-

### INDOT Approved Fee Schedule 2020

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item Description	Quantity	Unit	Unit Price	Total
75 Mobilization of testing equipment		LS	200.00	-
77 Integrity testing		Actual Cost		-
79 Dynamic pile analysis		ea	1,100.00	-
81 Dynamic pile load test		Actual Cost		-
82 CAPWAP-C analysis		ea	600.00	-
<b>Subtotal (Construction Inspection and Monitoring)</b>				<b>\$ -</b>
<b><u>PAVEMENT INVESTIGATION</u></b>				
88. Mobilization of coring equipment		LS	225.00	-
89. Mobilization mileage for coring equipment		mi	2.00	-
90. Pavement core (partial depth)		ea	140.00	-
91. Pavement core (full depth)				
a. Standard	3	ea	215.00	645.00
b. Night time		ea	255.00	-
92. Sub-base sample		ea	66.00	-
93. Cement concrete pavement core density determination		ea	36.00	-
94. Cement concrete core compressive strength test		ea	35.00	-
95. Bituminous extraction test		ea	90.00	-
96. Sieve analysis of extracted aggregate test		ea	61.00	-
97. Recovery of asphalt from solution by Abson method		ea	378.00	-
98. Theoretical maximum specific gravity test		ea	80.00	-
99 Bulk specific gravity test		ea	35.00	-
100. Air voids calculation		ea	31.00	-
101. Core report for partial depth core	3	ea	65.00	195.00
<b>Subtotal (Pavement Investigation)</b>				<b>\$ 840.00</b>

#### **ENGINEERING**

	<u>Classification</u>	<u>Hours</u>	<u>Unit Rate</u>	<u>Total</u>
Department/Project Manager				
	Project management	1	\$203.69	203.69
	Report review	2	\$203.69	407.38
Project Engineer				
	Field Check	8	147.86	1,182.88
	Reporting	16	147.86	2,365.76
Design Engineer				
	Settlement analysis	6	119.71	718.26

**INDOT Approved Fee Schedule 2020**

Des. No.: 1902754  
 Project: Bridge Replacement  
 Location: Tippecanoe County Bridge 527 - Old US 231 over Wea Creek  
 County: Tippecanoe  
 CTL Proposal No.: 20050109INDP

Item Description	Quantity	Unit	Unit Price	Total
Slope stability analysis		6	119.71	718.26
Deep foundation analysis		12	119.71	1,436.52
Wave Equation analysis		4	119.71	478.84
MSE Wall analysis, if needed		16	119.71	1,915.36
Field Manager				
Coordination with property owners		4	126.89	507.56
Coordination with utilities		4	126.89	507.56
Staff Engineer I				
Boring log preparation		6	86.99	521.94
Soil profile		4	86.99	347.96
<b>Subtotal (Engineering)</b>				<b>\$ 11,311.97</b>
 <b><u>Summary of Fees</u></b>				
<b>Geotechnical Field</b>				<b>\$ 22,231.60</b>
<b>Geotechnical Laboratory</b>				<b>\$ 4,450.00</b>
<b>Construction Inspection and Monitoring</b>				<b>\$ 840.00</b>
<b>Pavement Investigation</b>				<b>\$ 840.00</b>
<b>Engineering</b>				<b>\$ 11,311.97</b>
<b>Estimated Total Fee</b>				<b>\$ 39,673.57</b>



**Strand Associates, Inc.®**  
 629 Washington Street  
 Columbus, IN 47201  
 (P) 812-372-9911  
 (F) 812-372-7190

August 26, 2020

RECEIVED AUG 31 2020

Tippecanoe County Commissioners  
 20 North Third Street  
 Lafayette, Indiana 47901

Attention: Mr. Stewart Kline, P.E.

Re: Amendment No. 7 to the April 23, 2007, Agreement for Design Services  
 Lindberg Road from McCormick Road to Klondike Road

This is Amendment No. 7 to the referenced Agreement.

Under **Compensation**, CHANGE \$436,900 to "\$444,400," and REPLACE the Design Engineering table in its entirety with the following:

Design Engineering	
Topographic Survey	\$ 30,000
Road Design	\$170,000
Plan Modification	\$ 33,000
Categorical Exclusion Level 4	\$ 55,000
Storm Sewer Redesign	\$ 22,000
Typical Section Redesign	\$ 26,000
Submit Permit Extensions	\$ 11,500
Update Drawings and Submit Second Tracings	\$ 15,000
Update Categorical Exclusion Level 4	\$ 15,900
	<u>\$378,400</u>

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

TIPPECANOE COUNTY COMMISSIONERS

*Joseph M. Bunker 8/26/2020*  
 \_\_\_\_\_  
 Joseph M. Bunker Date  
 Corporate Secretary

\_\_\_\_\_  
 Tracy Brown Date  
 President

\_\_\_\_\_  
 Thomas Murtaugh Date  
 Vice President

\_\_\_\_\_  
 David Byers Date  
 Member

**SUPPLEMENTAL AGREEMENT NO. 2**

This Supplemental Agreement is made and entered into effective as of \_\_\_\_\_, 2020 by and between **Tippecanoe County Board of Commissioners**, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and **DLZ Indiana, LLC** ("the CONSULTANT"), a limited liability company organized under the laws of the State of Indiana.

Des. No.: 1401280

Project Description: **Reconstruction of Morehouse Road from Sagamore Parkway to 400 feet north of Mason Dixon Drive in Tippecanoe County, Indiana.**

**WITNESSETH**

**WHEREAS**, the LPA entered into an Engineering Agreement on December 19, 2016 and Supplemental Agreement No. 1 on July 1, 2019 with the CONSULTANT for Engineering Services and Documents in relation to the above described project and

**WHEREAS**, the LPA desires the CONSULTANT to provide additional services for:

1. Right of Way Engineering and APA's.

**WHEREAS**, in order to finalize assigned work and provide for the completion of the work, it is necessary to amend and supplement the Engineering Agreement.

NOW, THEREFORE, it is agreed by and between the parties as follows:

**1. Revise SECTIONS a.1 & a.2 of APPENDIX "D" as follows:**

**A. Amount of Payment**

1. The CONSULTANT shall receive as payment for the work performed under this Agreement a Total Fee Not to Exceed of ~~\$914,690.00~~ **\$1,005,090.00**, unless a modification of agreement for the amended dollar amount is approved in writing by the LPA.
2. The CONSULTANT will be paid for the work performed under Appendix "A" of this Agreement on a Lump Sum basis in accordance with the following schedule:

	Description	Amount
<b>DESIGN ENGINEERING SERVICES (LUMP SUM)</b>		
<b>PHASE 1</b>		
A	Topographic Survey	\$51,600.00
B	Location Control Route Survey Plat	\$12,400.00
C	Traffic Data Collection	\$3,500.00
D	Roundabout Concepts and Capacity Analysis	\$9,500.00
E	Wetland Delineation (if required)	\$3,600.00
F	Red Flag Investigation (Environmental)	\$6,900.00
G	Engineer's Report (Including approximately 10% Plans)	\$60,000.00
<b>SUBTOTAL – PHASE 1</b>		<b>\$147,500.00</b>
<b>PHASE 2</b>		
A	Project Management	\$22,000.00
B	Road Design and Plans	\$245,000.00
C	Maintenance of Traffic Design	\$29,300.00
D	Roundabout Design	\$64,000.00
E	Archaeological Survey and Report *	\$6,810.00
F	Section 106 Qualified Historian Services *	\$11,800.00
G	Cemetery Development Plan (if required)	\$12,000.00
H	Waters Report	\$7,200.00
I	Geotechnical Investigation*	\$24,750.00
J	Pavement Design	\$6,100.00
K	Pavement Life Cycle Cost Analysis (LCCA)	\$5,600.00
L	Lighting Design (Morehouse Road & CR 350 North Roundabout intersections only)	\$13,100.00
M	Proprietary Material Documentation for Lighting	\$2,500.00
N	Drainage Detention Design	\$20,000.00
N1	Discharge Reduction Study	\$8,000.00
O	Environmental Study for Categorical Exclusion (Level 2)	\$33,600.00
P	Permit: Rule 5 Erosion Control Report and NOI Letter	\$8,100.00
Q	Permit: USACOE 404	\$4,100.00
R	Permit: IDEM 401	\$4,100.00
S	<del>Permit: IDNR Construction in a Floodway (if required)</del> <b>NOT USED</b>	
T	Public Information Meeting or Public Hearing	\$9,600.00
U	Utility Coordination	\$20,000.00
V	Bid Phase	\$2,500.00
W	Pre-Construction Meeting	\$1,500.00
X	<b>Two Contract Packages (If Required)</b>	\$18,000.00
<b>SUBTOTAL – PHASE 2</b>		<b>\$579,660.00</b>

<b>DESIGN ENGINEERING TOTAL (LUMP SUM)</b>	<b>\$727,160.00</b>
--	---------------------

<b>RIGHT OF WAY ENGINEERING (PER PARCEL FEE)</b>		
A	Right-of-Way Engineering (Permanent <del>31</del> <b>36</b> @\$2,550.00/parcel)	\$79,050.00 <b>\$91,800.00</b>
B	Right-of-Way Engineering (Temporary Only, <del>11</del> <b>34</b> @ \$1,800.00/parcel)	\$19,800.00 <b>\$61,200.00</b>
C	Right-of-Way Staking – Two Times ( <del>41</del> <b>70</b> @\$500.00/parcel)	\$41,000.00 <b>\$70,000.00</b>
<b>T&amp;E's (fees include copies)*</b>		
D	Residential (27 @\$340/parcel)	\$9,180.00
E	Commercial / Agriculture (7 @\$500/parcel)	\$3,500.00
F	Apartment Complex (2 @\$950/parcel)	\$1,900.00
G	Home Owner's Association (3 @\$550/parcel)	\$1,650.00
H	Church / Cemetery (2 @\$600/parcel)	\$1,200.00
I	Appraisal Problem Analysis ( <del>41</del> <b>70</b> @\$250.00 EA)	\$10,250.00 <b>\$17,500.00</b>
<b>RIGHT OF WAY ENGINEERING SUBTOTAL</b>		<b>\$167,530.00</b> <b>\$257,930.00</b>
<b>CONSTRUCTION PHASE DESIGNER SERVICES (HOURLY)</b>		
A	Construction Phase Services, Shop Drawing Review & Utility Coordination during Construction & Construction Phase Office Services (hourly rate)	\$20,000.00
<b>Total Fee (Not to Exceed)</b>		<b>\$914,690.00</b> <b>\$1,005,090.00</b>

\*These services will be performed by a Subconsultant. The CONSULTANT shall receive as payment the actual cost incurred by the CONSULTANT plus an administrative fee in an amount not to exceed 10% of the amount of the Subconsultant's invoice, but not exceed the final amount shown in the table above unless authorized by the LPA in writing.

The CONSULTANT shall not be paid for any services performed by the LPA or not required to develop this project.

For those services performed by the ENGINEER which are included in the itemized costs, as shown herein in Appendix "D", Section 2 as an "Hourly Rate", the CONSULTANT will be paid on the basis of an Hourly Rate in accordance with the Rate Schedule attached as **Exhibit 3**. The basis for payment includes the direct salary and wages of each employee, PLUS a provisional overhead rate of **159.00%** ~~157.44%~~ PLUS a 10.80% profit, PLUS the cost of money at **1.99%** ~~1.52%~~, PLUS direct non-salary costs as approved by the LPA. Profit will only be applied to direct salary and wages plus applicable overhead. The provisional overhead rate will include the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation holiday pay and other group benefits.

This contact amendment increases the current contract fee of \$914,690.00 by \$90,400.00 to \$1,005,090.00. Except as herein modified, changed and supplemented, all terms of the original engineering agreement dated December 19, 2016 and Supplemental Agreement No. 1 on July 1, 2019 shall continue in full force and effect.

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

CONSULTANT  
DLZ Indiana, LLC

LOCAL PUBLIC AGENCY  
Tippecanoe County Board of  
Commissioners



---

Gary K. Fisk, P.E.  
Vice President

---

Tracy Brown  
President

Attest:



---

Haseeb A. Ghumman, P.E., P.T.O.E.  
Department Manager

---

Thomas Murtaugh  
Vice President

---

David Byers  
Member

Attest:

---

Bob Plantenga  
Tippecanoe County Auditor

EXHIBIT 3  
HOURLY BILLING RATES

Activity Code	CLASSIFICATION	2020 AVERAGE HOURLY LABOR RATE	2020 AVERAGE HOURLY LABOR RATE TIMES OVERHEAD @		2020 AVERAGE HOURLY LABOR RATE + OH		2020 AVERAGE HOURLY LABOR RATE x PROFIT @		2020 AVERAGE HOURLY LABOR RATE TIMES COST OF MONEY @	2020 HOURLY BILLING RATE thru 6/30/2021	PROPOSED 2021 HOURLY BILLING RATE thru 6/30/2022	PROPOSED 2022 HOURLY BILLING RATE thru 6/30/2023	PROPOSED 2023 HOURLY BILLING RATE thru 6/30/2024	PROPOSED 2024 HOURLY BILLING RATE thru 6/30/2025	PROPOSED 2025 HOURLY BILLING RATE thru 6/30/2026	PROPOSED 2026 HOURLY BILLING RATE thru 6/30/2027
			159.00%	180.00%	10.80%	1.99%	3%	3%								
1A	Principal / Officer / **	\$ 91.07	\$ 144.80	\$ 235.86	\$ 25.47	\$ 1.81	\$ 200.94	\$ 206.97	\$ 213.18	\$ 219.58	\$ 226.16	\$ 232.85	\$ 239.94	\$ 247.16	\$ 254.48	\$ 261.80
490	Director	\$ 72.47	\$ 115.23	\$ 187.71	\$ 20.27	\$ 1.44	\$ 200.94	\$ 206.97	\$ 213.18	\$ 219.58	\$ 226.16	\$ 232.85	\$ 239.94	\$ 247.16	\$ 254.48	\$ 261.80
B01	Principal Architect **	\$ 76.68	\$ 121.53	\$ 198.61	\$ 21.45	\$ 1.53	\$ 200.94	\$ 206.97	\$ 213.18	\$ 219.58	\$ 226.16	\$ 232.85	\$ 239.94	\$ 247.16	\$ 254.48	\$ 261.80
49	Division Manager	\$ 68.68	\$ 108.20	\$ 177.88	\$ 19.21	\$ 1.37	\$ 198.46	\$ 204.42	\$ 210.55	\$ 216.86	\$ 223.37	\$ 230.07	\$ 236.97	\$ 244.07	\$ 251.38	\$ 258.89
50	Department Manager	\$ 60.64	\$ 96.41	\$ 157.05	\$ 16.96	\$ 1.21	\$ 175.21	\$ 180.47	\$ 185.88	\$ 191.46	\$ 197.21	\$ 203.12	\$ 209.22	\$ 215.53	\$ 222.14	\$ 228.95
21	Project Manager I / II / III / Sr / Group Mgr	\$ 53.68	\$ 85.35	\$ 139.03	\$ 15.02	\$ 1.07	\$ 155.11	\$ 159.77	\$ 164.56	\$ 169.50	\$ 174.63	\$ 179.94	\$ 185.53	\$ 191.41	\$ 197.58	\$ 204.04
1458	Senior Resident Engineer **	\$ 80.05	\$ 127.28	\$ 207.33	\$ 22.39	\$ 1.59	\$ 200.94	\$ 206.97	\$ 213.18	\$ 219.58	\$ 226.16	\$ 232.85	\$ 239.94	\$ 247.16	\$ 254.48	\$ 261.80
145A	Resident Project Engineer	\$ 57.08	\$ 90.75	\$ 147.82	\$ 15.97	\$ 1.14	\$ 164.93	\$ 169.87	\$ 174.97	\$ 180.22	\$ 185.62	\$ 191.17	\$ 196.93	\$ 202.89	\$ 209.06	\$ 215.53
558	Architect VI	\$ 51.50	\$ 81.69	\$ 133.39	\$ 14.41	\$ 1.02	\$ 148.82	\$ 153.28	\$ 157.88	\$ 162.61	\$ 167.48	\$ 172.52	\$ 177.83	\$ 183.33	\$ 189.03	\$ 194.93
594	Architect IV	\$ 45.53	\$ 73.99	\$ 120.92	\$ 13.02	\$ 0.93	\$ 134.46	\$ 138.50	\$ 142.65	\$ 146.93	\$ 151.34	\$ 155.88	\$ 160.58	\$ 165.43	\$ 170.43	\$ 175.58
58	Architect III	\$ 36.86	\$ 58.60	\$ 95.46	\$ 10.31	\$ 0.73	\$ 106.50	\$ 109.70	\$ 112.99	\$ 116.38	\$ 119.87	\$ 123.47	\$ 127.17	\$ 130.97	\$ 134.87	\$ 138.87
570	Architectural Associate II	\$ 34.98	\$ 55.59	\$ 90.55	\$ 9.78	\$ 0.70	\$ 101.03	\$ 104.06	\$ 107.18	\$ 110.40	\$ 113.71	\$ 117.12	\$ 120.63	\$ 124.24	\$ 127.95	\$ 131.66
569	Architectural Associate I	\$ 27.17	\$ 43.20	\$ 70.37	\$ 7.60	\$ 0.54	\$ 78.51	\$ 80.87	\$ 83.29	\$ 85.79	\$ 88.36	\$ 91.02	\$ 93.75	\$ 96.56	\$ 99.44	\$ 102.39
227	Landscape Arch./Planner III	\$ 42.65	\$ 67.81	\$ 110.46	\$ 11.93	\$ 0.85	\$ 123.24	\$ 126.84	\$ 130.75	\$ 134.67	\$ 138.71	\$ 142.87	\$ 147.16	\$ 151.58	\$ 156.14	\$ 160.84
498	Landscape Architect IV	\$ 36.05	\$ 57.32	\$ 93.37	\$ 10.08	\$ 0.72	\$ 104.17	\$ 107.30	\$ 110.51	\$ 113.83	\$ 117.25	\$ 120.78	\$ 124.43	\$ 128.20	\$ 132.09	\$ 136.09
493	Landscape Architect I	\$ 26.60	\$ 42.29	\$ 68.89	\$ 7.44	\$ 0.53	\$ 78.66	\$ 80.77	\$ 82.94	\$ 85.18	\$ 87.49	\$ 89.87	\$ 92.32	\$ 94.84	\$ 97.43	\$ 100.09
557	Structural Engineer VI	\$ 60.76	\$ 96.60	\$ 157.36	\$ 16.99	\$ 1.21	\$ 175.56	\$ 180.83	\$ 186.25	\$ 191.84	\$ 197.59	\$ 203.52	\$ 209.63	\$ 215.94	\$ 222.45	\$ 229.16
559	Structural Engineer V	\$ 58.75	\$ 93.41	\$ 152.16	\$ 16.43	\$ 1.17	\$ 169.77	\$ 174.86	\$ 180.10	\$ 185.51	\$ 191.07	\$ 196.80	\$ 202.71	\$ 208.81	\$ 215.12	\$ 221.63
558	Structural Engineer IV	\$ 52.38	\$ 83.28	\$ 135.66	\$ 14.65	\$ 1.04	\$ 151.36	\$ 155.90	\$ 160.58	\$ 165.39	\$ 170.36	\$ 175.47	\$ 180.73	\$ 186.14	\$ 191.71	\$ 197.40
553	Structural Engineer III	\$ 39.85	\$ 63.36	\$ 103.21	\$ 11.15	\$ 0.79	\$ 115.15	\$ 118.61	\$ 122.16	\$ 125.83	\$ 129.60	\$ 133.49	\$ 137.50	\$ 141.63	\$ 145.88	\$ 150.24
552	Structural Engineer II	\$ 36.55	\$ 58.11	\$ 94.66	\$ 10.22	\$ 0.73	\$ 105.62	\$ 108.78	\$ 112.05	\$ 115.41	\$ 118.87	\$ 122.44	\$ 126.11	\$ 129.89	\$ 133.78	\$ 137.78
551	Structural Engineer I	\$ 30.18	\$ 47.98	\$ 78.15	\$ 8.44	\$ 0.60	\$ 87.18	\$ 89.81	\$ 92.60	\$ 95.58	\$ 98.64	\$ 101.88	\$ 105.29	\$ 108.87	\$ 112.54	\$ 116.39
313E	Civil Engineer VI	\$ 48.85	\$ 77.67	\$ 126.92	\$ 13.66	\$ 0.97	\$ 141.16	\$ 145.39	\$ 149.75	\$ 154.25	\$ 158.87	\$ 163.64	\$ 168.55	\$ 173.60	\$ 178.79	\$ 184.13
313D	Civil Engineer V	\$ 55.15	\$ 87.69	\$ 142.84	\$ 15.43	\$ 1.10	\$ 159.36	\$ 164.14	\$ 169.07	\$ 174.14	\$ 179.36	\$ 184.74	\$ 190.29	\$ 195.99	\$ 201.84	\$ 207.84
313C	Civil Engineer IV	\$ 50.33	\$ 80.03	\$ 130.37	\$ 14.08	\$ 1.00	\$ 145.45	\$ 149.81	\$ 154.31	\$ 158.93	\$ 163.67	\$ 168.54	\$ 173.56	\$ 178.74	\$ 184.07	\$ 189.54
313A	Civil Engineer III	\$ 41.01	\$ 65.20	\$ 106.20	\$ 11.47	\$ 0.82	\$ 118.49	\$ 122.04	\$ 125.71	\$ 129.48	\$ 133.36	\$ 137.36	\$ 141.48	\$ 145.73	\$ 150.11	\$ 154.62
313B	Civil Engineer II	\$ 35.14	\$ 55.87	\$ 91.00	\$ 9.83	\$ 0.70	\$ 101.53	\$ 104.58	\$ 107.72	\$ 110.95	\$ 114.28	\$ 117.70	\$ 121.24	\$ 124.91	\$ 128.70	\$ 132.61
313	Civil Engineer I	\$ 29.60	\$ 47.07	\$ 75.67	\$ 8.26	\$ 0.59	\$ 85.54	\$ 88.11	\$ 90.75	\$ 93.48	\$ 96.28	\$ 99.17	\$ 102.14	\$ 105.19	\$ 108.33	\$ 111.54
298A	Geotechnical Laboratory Supervisor	\$ 35.10	\$ 55.81	\$ 90.91	\$ 9.82	\$ 0.70	\$ 101.43	\$ 104.47	\$ 107.60	\$ 110.83	\$ 114.16	\$ 117.58	\$ 121.11	\$ 124.74	\$ 128.47	\$ 132.30
345	Geotechnical Engineer IV	\$ 52.57	\$ 83.59	\$ 136.16	\$ 14.70	\$ 1.05	\$ 151.91	\$ 156.46	\$ 161.16	\$ 165.99	\$ 170.97	\$ 176.10	\$ 181.39	\$ 186.84	\$ 192.45	\$ 198.13
344	Geotechnical Engineer III	\$ 36.95	\$ 58.75	\$ 95.70	\$ 10.34	\$ 0.74	\$ 106.77	\$ 109.97	\$ 113.27	\$ 116.67	\$ 120.17	\$ 123.78	\$ 127.49	\$ 131.31	\$ 135.14	\$ 139.08
343	Geotechnical Engineer II	\$ 36.05	\$ 57.32	\$ 93.37	\$ 10.08	\$ 0.72	\$ 104.17	\$ 107.30	\$ 110.51	\$ 113.83	\$ 117.25	\$ 120.78	\$ 124.43	\$ 128.20	\$ 132.09	\$ 136.09
342	Geotechnical Engineer I	\$ 28.87	\$ 45.90	\$ 74.76	\$ 8.07	\$ 0.57	\$ 83.41	\$ 85.92	\$ 88.49	\$ 91.15	\$ 93.88	\$ 96.70	\$ 99.60	\$ 102.58	\$ 105.64	\$ 108.78
GIS	GIS Specialist	\$ 30.10	\$ 47.86	\$ 77.96	\$ 8.42	\$ 0.60	\$ 86.98	\$ 89.59	\$ 92.27	\$ 95.04	\$ 97.89	\$ 100.83	\$ 103.86	\$ 106.97	\$ 110.16	\$ 113.43
214	Surveyor V	\$ 45.63	\$ 72.90	\$ 118.75	\$ 12.83	\$ 0.91	\$ 132.49	\$ 136.46	\$ 140.56	\$ 144.77	\$ 149.12	\$ 153.59	\$ 158.20	\$ 162.94	\$ 167.81	\$ 172.81
218	Surveyor III	\$ 37.73	\$ 59.59	\$ 97.72	\$ 10.55	\$ 0.75	\$ 109.03	\$ 112.30	\$ 115.67	\$ 119.13	\$ 122.71	\$ 126.39	\$ 130.18	\$ 134.07	\$ 138.07	\$ 142.18
31	Surveyor	\$ 37.40	\$ 59.47	\$ 96.87	\$ 10.46	\$ 0.74	\$ 108.07	\$ 111.31	\$ 114.65	\$ 118.09	\$ 121.64	\$ 125.28	\$ 129.04	\$ 132.91	\$ 136.89	\$ 140.98
4	Survey Coordinator	\$ 43.25	\$ 68.77	\$ 112.02	\$ 12.10	\$ 0.86	\$ 124.98	\$ 128.73	\$ 132.59	\$ 136.56	\$ 140.66	\$ 144.88	\$ 149.23	\$ 153.73	\$ 158.38	\$ 163.18
94	Survey/Mapping Assistant	\$ 27.75	\$ 44.12	\$ 71.87	\$ 7.76	\$ 0.55	\$ 80.19	\$ 82.59	\$ 85.07	\$ 87.62	\$ 90.25	\$ 92.96	\$ 95.75	\$ 98.61	\$ 101.54	\$ 104.54
127	Party Chief / Foreman / Journeyman	\$ 39.39	\$ 62.63	\$ 102.02	\$ 11.02	\$ 0.78	\$ 113.82	\$ 117.24	\$ 120.75	\$ 124.38	\$ 128.11	\$ 131.95	\$ 135.91	\$ 140.00	\$ 144.21	\$ 148.54
248	Instrument Person	\$ 32.78	\$ 52.13	\$ 84.91	\$ 9.17	\$ 0.65	\$ 94.73	\$ 97.57	\$ 100.50	\$ 103.52	\$ 106.62	\$ 109.81	\$ 113.09	\$ 116.46	\$ 119.93	\$ 123.50
13	Rodman / Survey Apprentice Trainee 1	\$ 26.33	\$ 41.87	\$ 69.20	\$ 7.37	\$ 0.52	\$ 76.09	\$ 78.38	\$ 80.73	\$ 83.15	\$ 85.64	\$ 88.21	\$ 90.86	\$ 93.58	\$ 96.37	\$ 99.23
14	Right of Way Coordinator	\$ 39.62	\$ 63.00	\$ 102.62	\$ 11.08	\$ 0.79	\$ 114.49	\$ 117.92	\$ 121.46	\$ 125.10	\$ 128.86	\$ 132.72	\$ 136.70	\$ 140.79	\$ 145.00	\$ 149.33
231	Right of Way Specialist	\$ 52.15	\$ 82.92	\$ 135.07	\$ 14.59	\$ 1.04	\$ 150.69	\$ 155.21	\$ 159.87	\$ 164.67	\$ 169.61	\$ 174.70	\$ 179.94	\$ 185.33	\$ 190.93	\$ 196.67
232	Utility Coordinator	\$ 36.30	\$ 57.72	\$ 94.02	\$ 10.15	\$ 0.72	\$ 104.89	\$ 108.04	\$ 111.28	\$ 114.62	\$ 118.06	\$ 121.60	\$ 125.25	\$ 129.00	\$ 132.85	\$ 136.80
138	Environmental Geo/Scientist IV	\$ 45.23	\$ 71.91	\$ 117.13	\$ 12.65	\$ 0.90	\$ 130.68	\$ 134.60	\$ 138.64	\$ 142.80	\$ 147.08	\$ 151.50	\$ 156.04	\$ 160.71	\$ 165.51	\$ 170.44
135	Environmental/ Environ. Geo Scientist III	\$ 35.02	\$ 55.88	\$ 90.69	\$ 9.79	\$ 0.70	\$ 101.18	\$ 104.22	\$ 107.35	\$ 110.57	\$ 113.88	\$ 117.30	\$ 120.82	\$ 124.45	\$ 128.19	\$ 132.04
222	Environmental Scientist / Engineer II	\$ 41.46	\$ 65.91	\$ 107.97	\$ 11.60	\$ 0.82	\$ 118.79	\$ 122.36	\$ 126.08	\$ 130.90	\$ 134.82	\$ 138.87	\$ 143.03	\$ 147.31	\$ 151.71	\$ 156.23
268/221/137	Environ Soil Environ.Sci. I / Environ. Geo Scientist I	\$ 25.92	\$ 41.20	\$ 67.12	\$ 7.25	\$ 0.52	\$ 74.88	\$ 77.13	\$ 79.44	\$ 81.83	\$ 84.28	\$ 86.81	\$ 89.42	\$ 92.10	\$ 94.85	\$ 97.67
168	Drilling Geologist II	\$ 21.48	\$ 34.15	\$ 55.62	\$ 6.01	\$ 0.43	\$ 62.05	\$ 63.92	\$ 65.83	\$ 67.81	\$ 69.84	\$ 71.94	\$ 74.10	\$ 76.33	\$ 78.63	\$ 81.00
165	Drilling Geologist I	\$ 18.38	\$ 29.22	\$ 47.59	\$ 5.14	\$ 0.37	\$ 53.10	\$ 54.69	\$ 56.33	\$ 58.02	\$ 59.76	\$ 61.55	\$ 63.40	\$ 65.31	\$ 67.28	\$ 69.31
8601	Driller I	\$ 26.75	\$ 42.53	\$ 69.28	\$ 7.48	\$ 0.53	\$ 77.30	\$ 79.62	\$ 82.00	\$ 84.46	\$ 87.00	\$ 89.61	\$ 92.29	\$ 95.04	\$ 97.86	\$ 100.74
8609	Driller II	\$ 32.35	\$ 51.44	\$ 83.79	\$ 9.05	\$ 0.64	\$ 93.48	\$ 96.28	\$ 99.17	\$ 102.15	\$ 105.21	\$ 108.35	\$ 111.57	\$ 114.87	\$ 118.24	\$ 121.67
8602	Drillers Helper I	\$ 18.67	\$ 29.68	\$ 48.35	\$ 5.22	\$ 0.37	\$ 53.94	\$ 55.56	\$ 57.22	\$ 58.94	\$ 60.71	\$ 62.53	\$ 64.41	\$ 66.34	\$ 68.32	\$ 70.35
160	Union Driller	\$ 49.47	\$ 78.66	\$ 128.13	\$ 13.84	\$ 0.98	\$ 142.95	\$ 147.24	\$ 151.66	\$ 156.20	\$ 160.89	\$ 165.72	\$ 170.69	\$ 175.80	\$ 181.04	\$ 186.43
170	Field Geotechnician II	\$ 19.21	\$ 30.55	\$ 49.78	\$ 5.37	\$ 0.38	\$ 55.52	\$ 57.18	\$ 58.90	\$ 60.66	\$ 62.48	\$ 64.36	\$ 66.29	\$ 68.27	\$ 70.30	\$ 72.38
169	Field Geotechnician I	\$ 15.78	\$ 25.08	\$ 40.86	\$ 4.41	\$ 0.31	\$ 45.58	\$ 46.95	\$ 48.36	\$ 49.81	\$ 51.30	\$ 52.84	\$ 54.43	\$ 56.07	\$ 57.75	\$ 59.48
349	Mechanical Engineer IV	\$ 53.70	\$ 85.38	\$ 139.08	\$ 15.02	\$ 1.07	\$ 155.17	\$ 159.83	\$ 164.62	\$ 169.56	\$ 174.65	\$ 179.89	\$ 185.28	\$ 190.81	\$ 196.48	\$ 202.29
326	Mechanical Engineer III	\$ 48.14	\$ 76.55	\$ 124.69	\$ 13.47	\$ 0.96	\$ 139.12	\$ 143.29	\$ 147.59	\$ 152.02	\$ 156.58	\$ 161.27	\$ 166.11	\$ 171.09	\$ 176.19	\$ 181.43
327	Mechanical Engineer II	\$ 35.33	\$ 56.18	\$ 91.51	\$ 9.88	\$ 0.70	\$ 102.10	\$ 105.16	\$ 108.32	\$ 111.57	\$ 114.91	\$ 118.36	\$ 121.91	\$ 125.57	\$ 129.34	\$ 133.22
337	Mechanical Engineer I	\$ 30.55	\$ 48.57	\$ 79.12	\$ 8.55	\$ 0.61	\$ 89.28	\$ 93.33	\$ 97.55	\$ 101.94	\$ 106.4					

October 2019  
Standard Agreement  
Work by Utility

**INDIANA DEPARTMENT OF TRANSPORTATION  
HIGHWAY UTILITY AGREEMENT**

Agreement Amount: \$917,563.50 Des No: 1173627

Agreement Type: Standard (LPA) Project No: 1173627

Work Description: Road Reconstruction Road: Lindberg Road

including storm sewer and appurtenances County: Tippecanoe

This Agreement, made and entered into, by and between (include full entity name and address)

Vectren

1 N. Main Street

Evansville, IN 47711

(hereinafter referred to as the Utility,) and Tippecanoe County, State of Indiana, acting by and through its appropriate elected officials, hereinafter called the "LPA".

**WITNESSETH:**

**WHEREAS**, LPA desires to improve Lindberg Road as referenced by the Des No. and Project No. given above (hereinafter referred to as the "project"); and

**WHEREAS**, due to said highway construction certain adjustments, removals, alterations, and/or relocations of the existing facilities of the Utility will have to be made as shown on the plan marked Exhibit "A" attached hereto and incorporated by reference; and

**WHEREAS**, LPA has determined the Utility to be eligible for reimbursement; and

**WHEREAS**, the State of Indiana, through the Indiana Department of Transportation (INDOT) will recommend approval of this project, if applicable, to the Federal Highway Administration for construction with funds apportioned to INDOT under Title 23, United States Code and Acts amendatory thereof and supplementary thereto; and

**WHEREAS**, it is in the best interest of the Utility and LPA for the Utility to make the necessary adjustments, removals, alterations, and/or relocations of its existing facilities, as shown on said Exhibit “A” with the Utility’s regular construction and maintenance forces.

**NOW, THEREFORE**, in consideration of the premises and the mutual agreements and covenants herein contained and the adequacy of consideration as to each of the parties to this agreement is hereby mutually acknowledged, and other good and valuable considerations, the receipt is hereby acknowledged and intending to be legally bound the Parties hereby covenant and agree as follows:

### **SECTION 1 – DESCRIPTION OF WORK AND ITEMIZED COST ESTIMATE**

The Utility shall: make the necessary adjustments, removals, alterations and/or relocations to its existing facilities as further shown in Exhibit “A”, attached hereto and incorporated by reference in the following manner: **[Check the following that applies]**

With its regular construction or maintenance crew and personnel at its standard schedule of wages and working hours.

By an approved contractor, as set forth in 23 CFR 645.109 and/or 645.115.

The preliminary itemized cost estimate for this project is set forth in attached exhibit “B”, incorporated by reference, and prepared in accordance with the Policy Guide.

Exhibit “B” shall include an itemized estimate of all anticipated cost, including, but not limited to, materials, labor, equipment cost, preliminary and construction engineering cost, administrative cost, eligible property cost, and/or contracted services. Each item shall be shown as a ‘per unit’ cost.

### **SECTION 2 – WORK COMMENCEMENT**

The Utility shall not start work on the adjustments, removals, alterations and/or relocations covered by this Agreement until written authorization has been given the Utility by LPA or until a satisfactory starting date has been established with the LPA.

### **SECTION 3 – SUBORDINATION OF RIGHTS**

**[Check the following that applies]**

- The existing facilities are located on public right-of-way.
- The existing facilities are not located on public right-of-way

If such facilities are located on property, other than public right-of-way, and the Utility either has an easement thereon or a continuing right to maintain the facilities in that location, the Utility, for and in consideration of this Agreement, shall subordinate the Utility's rights herein to those of the LPA in the highway right-of-way by executing a subordination Agreement.

### **SECTION 4 – MATERIAL ALTERATIONS DUE TO CHANGED AND UNFORESEEN CIRCUMSTANCES**

The Utility shall modify its facilities in accordance with the plans, specifications, and estimates shown in Exhibits "A" and "B". No work shall be performed by the Utility beyond the scope contemplated by Exhibits "A" and "B" without prior written authorization by LPA.

In the event there are changes in the scope of work, extra work, or major change in the planned work covered by the approved agreement, plans and estimate, the Utility shall inform LPA as soon as practical upon discovery. The Utility shall also notify LPA of any material alterations due to unforeseen circumstances as soon as practical upon discovery. Such notification shall consist of a letter, telephone call, or other electronic communication confirmed by letter to the following address:

Tippecanoe County Highway Department  
20 North Third Street  
1st Floor; Attn: Stewart Kline  
Lafayette, IN 47901

Said communication shall include sufficient information to indicate the nature of the changed or unforeseen circumstances, the location of the changed or unforeseen circumstances, and the impact of the changed or unforeseen circumstances upon the Utility's relocation efforts, cost of the relocation, the time necessary to complete the relocation, and the extent of relocation.

### **SECTION 5 – PAYMENTS**

All payments shall be made by LPA in arrears in conformance with State fiscal policies and procedures and by electronic funds transfer to the financial institution designated by the Utility in writing unless a specific waiver has been obtained from the LPA. No payments will be made in advance of receipt of the goods or services that are the subject of this agreement except as otherwise agreed by the parties in writing.

Except as otherwise provided in this agreement, the LPA shall reimburse the Utility for the actual cost of the above work performed by it which is estimated to be Five Hundred Forty Nine Thousand Two Hundred Seventy Eight dollars and ninety cents (549,278.90). The Utility shall be responsible for the actual cost of the above work performed by it to improve and upgrade facilities which is estimated to be Three Hundred Sixty Eight Thousand Two Hundred Eighty Four Thousand dollars and sixty cents (368,284.60).

#### **SECTION 5 (A) – STANDARD PAYMENT METHOD**

LPA shall reimburse the Utility for any item of work or expense involved if performed at the written direction of the LPA. The LPA shall reimburse the Utility for actual cost of the work completed upon presentation of a valid invoice.

This Utility may submit one invoice per calendar month for work covered by this agreement. The Utility shall attach an itemization of cost incurred with each invoice. This itemization of cost shall appear in the same form and manner as the preliminary estimate as shown on Exhibit “B”.

Within forty-five (45) days after receipt of a valid invoice from the Utility and the approval thereof by the LPA, the LPA will reimburse the Utility for its actual expenses. If the LPA does not agree with the amount invoiced by the Utility, the LPA will send the Utility a letter by regular mail and list the differences. The letter will be sent to the Utility’s address as shown on page 1 of this agreement, or such subsequent address that the Utility may give to the LPA’s authorized representative.

Making a partial payment shall not abrogate the LPA’s right to dispute in good faith the Utility’s claim for compensation. Such good faith disputes shall be resolved upon presentation of the Utility’s final contract invoice and the resolution of any audit performed according to Section 8 of this agreement.

#### **SECTION 5 (B) – LUMP SUM PAYMENT METHOD**

The Utility may elect to petition LPA for payment of relocation expenses by Lump Sum. Such petition shall include Exhibits “A” and “B” along with a detailed explanation requesting payment by lump sum and showing how all individuals will be best served by such payment method.

LPA may make payment by lump sum if the total cost for relocation does not exceed \$100,000.00. Lump sum payments in excess of \$100,000.00 will be made only if in the best interest of the public in accordance with 23 CFR 645.113(f) and approved by the Federal Highway Administration.

If a lump sum payment is approved, the Utility shall submit one Contract Invoice no later than ninety (90) days after relocation work is completed. The LPA shall issue reimbursement within forty-five (45) days after receipt of a valid Contract Invoice. No amount in excess of agreed amount in Exhibit “B” shall be reimbursed.

## **SECTION 6 – COST INCREASES**

An invoice that increases the total invoiced project cost above the amount shown in Exhibit “B” shall not be approved until LPA has issued another purchase order or an advice of change (AC) order to cover the increased cost of relocation. If the invoice causes the total invoiced project cost to exceed the amount shown in Exhibit “B” by more than 10%, the invoice shall not be approved until the Utility submits a revised estimate and justification for the additional cost of relocation. The Utility acknowledges that until the above conditions are met LPA may return any invoice submitted by the Utility which when totaled with previous invoices paid (or to be paid) by LPA exceeds the amount shown in Exhibit “B” by more than 10%.

LPA shall make every effort to expedite the payment of any approved cost increase above the amount originally agreed upon.

## **SECTION 7 – FINAL BILL**

The utility shall present its final contract invoice accompanied by an itemized cumulative invoice within ninety (90) days of completion of its work. All documents required to substantiate any claims for payment shall be submitted with this final contract invoice. Such supporting documentation shall include, but shall not be limited to, copies of material invoices, time sheets, vendor and/or contractor invoices and other such documents as may be deemed necessary by LPA to support such invoice.

## **SECTION 8 – RECORDS**

The accounts and records of the Utility and any contractor or subcontractor involved in carrying out the proposed work shall be kept in such manner that they may be readily audited and actual cost determined, and such accounts shall be available for audit by auditors of LPA, and the Federal Highway Administration for a period of not less than three (3) years from the date final payment has been received by the Utility in accordance with 23 CFR 645.117.

In the event of a dispute with regard to the allowable expenses or any other issue under this Agreement, the Utility shall thereafter continue to maintain the accounts and records until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

Upon completion of the Utility’s work, the LPA may audit the Utility’s records to determine the cost of relocation. Such audit shall be in accordance with generally accepted auditing standards and the appropriate cost principles as set forth in 48 CFR part 31.

Final payment shall be in accordance with LPA’s resolution of the final audit. If additional money is due the Utility, LPA shall make payment to the Utility within forty-five (45) days after the audit resolution is approved by LPA. If the audit resolution shows that the Utility has been overpaid, LPA shall bill the Utility for such overpayment and provide supporting documentation. The Utility shall pay LPA within forty-five (45) days after receipt of such bill. If the Utility has not paid such bill within forty-five (45) days, LPA may offset such amount against claims that the Utility has against LPA.

## **SECTION 9 – BINDING UPON SUCCESSORS OR ASSIGNS**

This agreement shall be binding upon the parties and their successors and assigns.

## **SECTION 10 – GENERAL LIABILITY PROVISIONS**

The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the Indiana Department of Transportation, and the State of Indiana from and against any and all legal liabilities and other expenses, claims, cost, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter “Claim”), arising out of intentional tortious acts or whether due in whole or in part to the negligent acts or omissions of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this agreement, provided however, that where the LPA has been found liable by a court, tribunal or governing body entitled to make such a determination for intentional tortious acts and/or negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless either the Indiana Department of Transportation or the LPA.

## **SECTION 11 – INCORPORATION OF THE UTILITY POLICY GUIDE**

The Policy Guide forms an essential part of this agreement, and the terms or provisions of this agreement in no way abrogate or supersede the terms or provisions set forth in said Policy Guide.

## **SECTION 12 – PENALTIES / INTEREST / ATTORNEY’S FEES**

LPA will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, and/or attorney’s fees, except as required by Indiana law.

## **SECTION 13 – COMPLIANCE WITH LAWS; APPLICABLE LAW**

The UTILITY agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time the UTILITY's services pursuant to this Contract are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any Indiana or federal statute or the promulgation of regulations there under after execution of this Contract shall be reviewed by the Office of the Indiana Attorney General and the UTILITY to determine whether the provisions of this Contract require formal amendment.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## **SECTION 14 – COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT**

As required by IC 5-22-3-7:

- (1) The UTILITY and any principals of the UTILITY certify that
  - (A) The UTILITY, 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 UTILITY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
  
- (2) The UTILITY and any principals of the UTILITY certify that an affiliate or principal of the UTILITY and any agent acting on behalf of the UTILITY or on behalf of an affiliate or principal of the UTILITY:
  - (A) except for de minimis and nonsystematic violations, 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 the Contract, even if IC 24-4.7 is preempted by federal law.

**SECTION 15 – CONFLICT OF INTEREST**

- A. As used in this section:
  - "Immediate family" means the spouse and the unemancipated children of an individual.
  - "Interested party," means:
    - 1. The individual executing the Contract;
    - 2. An individual who has an interest of three percent (3%) or more of UTILITY, if UTILITY is not an individual; or
    - 3. Any member of the immediate family of an individual specified under subdivision 1 or 2.
  - "Commission" means the State of Indiana Ethics Commission.
  
- B. LPA may cancel this Contract without recourse by UTILITY if any interested party is an employee of the State of Indiana.
  
- C. LPA will not exercise its right of cancellation under section B above if the UTILITY gives LPA an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of LPA employees. LPA may take action, including cancellation of this Contract consistent with an opinion of the Commission obtained under this section.
  
- D. UTILITY has an affirmative obligation under this Contract to disclose to LPA when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that UTILITY knows or reasonable could know.

**SECTION 16 – DRUG-FREE WORKPLACE CERTIFICATION**

The UTILITY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the Indiana Department of Transportation and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of the UTILITY has been convicted of a criminal drug violation occurring in the UTILITY's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of the Contract and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Contract amount set forth in this Contract is in excess of \$25,000.00, UTILITY hereby further agrees that this Contract is expressly subject to the terms, conditions and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the LPA of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the UTILITY and made a part of the contract or agreement as part of the contract documents.

The UTILITY certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the UTILITY'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 their employees of (1) the dangers of drug abuse in the workplace; (2) the UTILITY'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.
- 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 UTILITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision (c)(2) above, or otherwise receiving actual notice of such conviction;
- 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.

#### **SECTION 17 – FUNDING CANCELLATION CLAUSE**

When the LPA makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, the Contract shall be canceled. A determination by the LPA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **SECTION 18 – NON-DISCRIMINATION**

- A. Pursuant to I.C. 22-9-1-10, the Utility and its Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. The UTILITY understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the UTILITY and its Contractor and subcontractors, if any, agree that if the UTILITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with INDOT and is not exempt, the UTILITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The UTILITY shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

#### **SECTION 19 – DEBARMENT AND SUSPENSION**

The UTILITY certifies, by entering into this agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this agreement by any federal agency or department agency or political subdivision of the State of Indiana. The term “principal” for the purposes of this 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 UTILITY.

#### **SECTION 20 – CERTIFICATIONS FOR FEDERAL-AID CONTRACTORS LOBBYING ACTIVITIES**

The UTILITY certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the UTILITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

#### **SECTION 21 - APPROVAL OF ATTORNEY-GENERAL**

This Agreement shall not be effective unless and until it is approved by the LPA or an authorized representative, as to form and legality.

#### **SECTION 22 - ETHICS**

The UTILITY 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 Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the UTILITY is not familiar with these ethical requirements, the UTILITY should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<<<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the UTILITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the UTILITY. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.

#### **SECTION 23 – NON-COLLUSION**

The undersigned attests, subject to the penalties for perjury, that he/she is the contract party, or that he/she is the representative, agent, member or officer of the UTILITY that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of the Contract.

**SECTION 24 - BUY AMERICA CERTIFICATION**

The Utility agrees that all steel and cast iron materials and products to be used under this agreement will be produced and manufactured in the United States of America pursuant to the requirements of 23 CFR 635.410

-----Remainder of Page Intentionally Left Blank-----

**IN WITNESS HEREOF**, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

**THE UTILITY:**

\_\_\_\_\_  
(Utility Name)

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Officer's Name, Printed or typed)

\_\_\_\_\_  
(Officer's Position)

**FOR:**  
Tippecanoe County Commissioners

**BY:**

\_\_\_\_\_  
Tracy A. Brown, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Thomas P. Murtaugh, Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
David S. Byers, Member

\_\_\_\_\_  
Date



Travelers Casualty and Surety Company

**CONTINUATION CERTIFICATE  
FIDELITY OR SURETY BONDS/POLICIES**

License No. \_\_\_\_\_

In consideration of \$100.00 dollars renewal premium, the term of Bond/Policy No. 106497465 in the amount of \$5,000.00, issued on behalf of Berry IT, LLC, whose address is 4316 N 00EW, Kokomo, IN 46901 in favor of Board of Commissioners of the County of Tippecanoe in the State of Indiana whose address is 20 N. 3rd St., Lafayette, IN 47901 in connection with work in the right of way is hereby extended to 06/08/2021, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

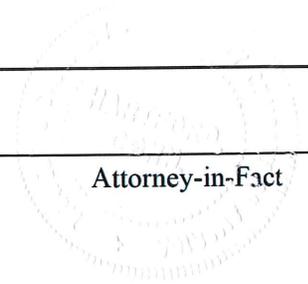
Signed, sealed and dated 08/17/2020

Travelers Casualty and Surety Company

By:

Donna Hoyt,

Attorney-in-Fact



The above **Continuation Certificate (Berry IT, LLC.)** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Tracy A. Brown, President

\_\_\_\_\_  
Thomas P. Murtaugh, Vice President

\_\_\_\_\_  
David S. Byers, Member

Constituting the Board of Commissioners of the County of Tippecanoe, in the State of Indiana.

Attest: \_\_\_\_\_  
Robert A. Plantenga, Auditor



COMMERCIAL-INDUSTRIAL LEASE
FOR SINGLE TENANT PROPERTY

For use only by members of the Indiana Association of REALTORS®

1 A. PARTIES: Brad & Barbara Neihouser ("Landlord")
2 agrees to lease to The Board of Commissioners of Tippecanoe County
3 ("Tenant") and Tenant agrees to lease from Landlord the following property for the consideration and subject to the following:
4 B. LEASED PREMISES: The Leased Premises is commonly known as 324 N 25th Street
5
6 Township, Tippecanoe County, Lafayette, Indiana, 47904, in
7 building, containing approximately 5,123 square feet and all other improvements located on the property and all
8 easements and appurtenances thereto, which property is legally described or illustrated in Exhibit A and attached hereto and
9 made a part hereof ("Leased Premises").
10 C. TERM AND RENEWALS: The initial term of this Lease is for 36 [X] (months) [ ] (years) beginning on the
11 1st day of October, 2020 and shall continue until midnight on the 30th day of
12 September 2023. Provided Tenant is not in default, Tenant shall have options to renew
13 this Lease, each for a period of . To exercise a renewal option, Tenant shall give written notice to
14 Landlord at least prior to the expiration of the term. If Tenant fails to exercise any renewal option on or
15 before such date, such option and all succeeding options shall no longer exist. All of the terms and conditions of this Lease
16 shall apply during the renewal periods, except that the rent shall be adjusted as provided below.
17 D. RENT:
18 1. Initial Rent: During the initial term, Tenant shall pay as minimum rent for the Leased Premises the sum of
19 \$ n/a U.S. Dollars per year, payable in advance in equal monthly installments of
20 \$ 4519.17 U.S. Dollars per month (prorated for any partial month at the beginning or end of the Lease
21 term), commencing on the 1st day of October, 2020 and on the 1st day of
22 each calendar month thereafter.
23 2. Rent Adjustments - Initial Term (if applicable): Monthly Rent for Year 2 shall be \$1564.36. Monthly Rent for Year 3 shall be
24 \$1610.00.
25
26 3. Rent Adjustments - Renewal Periods (if applicable):
27
28
29 a. First Renewal Period:
30
31
32 b. Subsequent Renewal Period(s):
33
34
35 All rent shall be paid without notice or demand and without relief from valuation or appraisal laws to Landlord at the address
36 set forth at the end of this Lease, or at such other address as Landlord may specify by written notice at any time.
37 E. LATE CHARGE: Tenant shall pay a late charge of 5.00 % of the monthly rent immediately upon demand if any payment is
38 more than five (5) days late.
39 F. DEPOSITS: Tenant has paid to Landlord, upon execution of this Lease, the sum of \$ 4519.17 U.S. Dollars
40 as advanced rent for the month(s) of n/a and \$ n/a U.S. Dollars as security for the
41 performance of Tenant's obligations. In the event of a default by Tenant, Landlord at its option may apply any part of the
42 security deposit as may be necessary to cure the default, and if Landlord does so, Tenant shall upon demand reimburse
43 Landlord an amount such that Landlord will have the full security deposit on hand at all times during the term of this Lease. Upon
44 the termination of this Lease, (provided Tenant is not in default) Landlord shall refund to Tenant any remaining balance of the
45 security deposit without interest. G. ACCEPTANCE OF LEASED PREMISES: Tenant has examined the Leased Premises
46 before signing this Lease and is satisfied, except as to the following alterations, improvements, repairs, decorating and cleaning
47 to be performed by Landlord N/a
48
49 Subject to the foregoing, Tenant's taking possession shall be conclusive evidence as against Tenant that the Leased Premises
50 were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, improve,

51 repair, decorate or clean the Leased Premises or any part, and no representation respecting the condition of the Leased  
52 Premises or the building, has been made by Landlord to Tenant, except as set forth herein.

53 H. **USE OF LEASED PREMISES:** The Leased Premises are to be used by Tenant for the following purposes. WIC Office for  
54 Tippecanoe County

55 \_\_\_\_\_ and for no other purposes without the prior written consent of Landlord. Tenant shall not  
56 use the Leased Premises (or fail to maintain them) in any manner constituting a violation of any ordinance, statute, regulation or  
57 order of any governmental authority, including, but not limited to zoning ordinances and Environmental Laws as hereinafter  
58 defined, nor will Tenant maintain or permit any nuisance to occur on the Leased Premises. Tenant covenants and agrees that  
59 Tenant will use, maintain and occupy the Leased Premises in a careful, safe and proper manner, and will not commit waste.

60 I. **REAL ESTATE TAXES:** Regardless of the assessment and payment dates, real estate taxes shall be deemed for purposes of  
61 this Lease to accrue ratably during the calendar year in which such taxes are due and payable. In the event a portion of such  
62 year is not within the term of this Lease, such taxes shall be prorated as of the commencement or expiration date of the term  
63 hereof as the case may be. The real estate taxes for the Leased Premises shall be paid. [Check the applicable paragraph  
64 number below]

- 65  1. By Tenant, to Landlord in full when due in May and November.  
66  2. By Tenant, to Landlord monthly in 1/12 installments of the annual tax estimated by Landlord and adjusted annually based  
67 on the actual taxes.  
68  3. By Landlord, in full when due in May and November.  
69  4. Other: \_\_\_\_\_

70  
71 Personal property taxes assessed with respect to Tenant's business personal property shall be paid solely by Tenant.

72 J. **INSURANCE AND INDEMNIFICATION:**

73 1. **PROPERTY INSURANCE:** During the Term,  (Tenant)  (Landlord) shall maintain with respect to the building, including all  
74 Tenant improvements, a policy or policies of Special Form (formerly known as "all risks") Property insurance coverage  
75 (including boiler and machinery coverage, and any other endorsements required by any mortgagee of the Leased  
76 Premises) in an amount equal to:  (full replacement cost)  (maximum insurable value)  (\$ \_\_\_\_\_).  
77 The property insurance need not include flood or earthquake insurance unless such coverage is required by applicable law  
78 or by any mortgagee. Such insurance shall include insurance (in favor of Landlord) against abatement or loss of rent, in an  
79 amount at least equal to annual rent. Insurance premiums for the Leased Premises shall be paid as follows. [Check the  
80 appropriate paragraph letter below]

- 81  a. By Tenant, to the insurer in full when due  
82  b. By Tenant, to Landlord in full when due  (annually)  (quarterly)  (semiannually).  
83  c. By Tenant, to Landlord monthly in 1/12 increments of the annual cost.  
84  d. By Landlord, in full when due.  
85  e. Other: \_\_\_\_\_

86  
87 2. **TENANT'S PROPERTY AND FIXTURES:** Tenant assumes the risk of damage to any furniture, equipment, machinery, goods,  
88 supplies or fixtures which are or remain the property of Tenant or as to which Tenant retains the right of removal from the  
89 Leased Premises, except that Tenant's assumption of such risks shall not extend to any damage caused by the negligence of  
90 Landlord or anyone acting by, through, or under Landlord if such risk is not insurable (or is insured but within the deductible  
91 amount) under such comprehensive fire and casualty personal property insurance policy as Tenant may maintain with respect  
92 to such property.

93 3. **TENANT'S PUBLIC LIABILITY INSURANCE:** Tenant shall, at its own cost and expense, keep and maintain in full force  
94 during the Lease term, as policy or policies of comprehensive commercial general liability insurance on an occurrence  
95 basis, insuring Tenant's activities in or about the Leased Premises against loss, damage or liability for personal injury or  
96 death of any person or loss or damage to property occurring in, upon or about the Leased Premises during the Lease term, with  
97 \$1,000,000.00 U.S. Dollars Million in combined single limit coverage. Landlord, its successors, assigns and any  
98 mortgagee shall be named as additional insureds under each policy maintained by Tenant. Tenant also shall maintain  
99 worker's compensation coverage to the extent required by law.

100 4. **INDEMNIFICATION OF LANDLORD:** Tenant shall indemnify, defend and hold Landlord harmless from and against any  
101 and all liability, penalties, losses, damages, costs and expenses, attorney fees, demands, causes of action, claims or  
102 judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of  
103 any accident or other occurrence during the Lease term, or otherwise resulting from Tenant's occupancy, use of or  
104 operations in the Leased Premises; provided, however, that Tenant shall not be required to indemnify Landlord for any  
105 damage or injury of any kind arising solely as the result of Landlord's negligence or willful act or that of its agents,  
106 officers, employees and contractors.

107 5. **WAIVER OF SUBROGATION:** Any policy of property insurance maintained by either party shall include a clause or  
108 endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by  
109 the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for  
110 damage or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the  
111 extent of the damage or loss covered thereby. Notwithstanding anything to the contrary contained in this provision or

(office use only)

112 elsewhere in this Lease, neither party shall be deemed to have released or waived any claim against the other for  
 113 damages to property within the deductible amount of such party's insurance policy.  
 114 6. **LANDLORD'S NON-LIABILITY:** Except in the case of negligence of Landlord, Landlord shall not be liable for injury to  
 115 any person due to the condition of the Leased Premises or by reason of the occurrence of any accident in or about the  
 116 Leased Premises or due to any act or neglect of Tenant or any other person.  
 117 7. **INSURANCE CERTIFICATES:** Tenant shall furnish to Landlord upon written request a certificate of insurance as to all  
 118 insurance required to be maintained by Tenant. Each certificate shall expressly provide that such policies shall not be  
 119 cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior  
 120 written notice to the parties named as insureds.

121 K. **UTILITIES AND SERVICES:** Each utility and service listed below is to be paid directly to the provider by the party as indicated.  
 122 (Check the applicable party)

Utility/Service	Tenant	Landlord
1. Electrical Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Heat and/or Gas Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Telephone Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. HVAC Maintenance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Water Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Sewer Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Cleaning/Janitorial	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Trash Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Lawn/Landscaping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10. Snow Removal	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Fire Sprinkler System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
12. Alarm/Security System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
13. Other (List and describe here or on an attachment)		
Maintenance of plumbing and electrical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

141 **NOTE: ANY ITEM NOT MARKED IS DEEMED UNAVAILABLE OR THE RESPONSIBILITY OF THE TENANT.**

142 L. **MAINTENANCE AND REPAIR:** During the Lease term, Tenant shall, at its own cost and expense, maintain in good condition  
 143 and repair the Leased Premises and every part thereof, except for obligations of Landlord provided for elsewhere in this Lease,  
 144 ordinary wear and tear, and casualty. Tenant shall not be required to make any roof, foundation or structural alterations, repairs  
 145 or replacements to the Leased Premises except as otherwise required by this Lease. Landlord shall allow Tenant the use and  
 146 benefit of each and every warranty to which Landlord is entitled with respect to any items repaired or replaced by Tenant.  
 147 Landlord shall be responsible for maintaining the roof, exterior walls (except doors, windows and glass), foundation and  
 148 structural integrity of the building, except for damage caused by the negligence or willful act of Tenant or its agents, officers,  
 149 employees, contractors, licensees or invitees which is not covered or required to be covered under the property insurance to be  
 150 maintained hereunder. Landlord shall be responsible for major component repairs and/or replacement of the heating, ventilation  
 151 and air conditioning equipment in the Leased Premises, provided that the need for such repair or replacement is not due to any  
 152 abuse, misuse, damage or negligence of Tenant or its agents, officers, employees, contractors, licensees, or invitees.

153 M. **ASSIGNMENT AND SUB-LEASE:** Tenant shall not assign this Lease in whole or in part or sublet the Leased Premises in whole  
 154 or in part without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Without in any way  
 155 limiting Landlord's right to refuse to give consent to any assignment or subletting, Landlord reserves the right to refuse to give  
 156 such consent, and such refusal shall be deemed reasonable, if in Landlord's sole opinion:

- 157 1. the use of the Leased Premises is or may be in any way adversely affected,
  - 158 2. the business reputation of the proposed assignee or subtenant is deemed unacceptable, or
  - 159 3. the financial worth or condition of the proposed assignee or subtenant is less than that of Tenant or is otherwise not acceptable.
- 160 Tenant agrees to reimburse Landlord for reasonable costs, expenses, accounting and attorney fees incurred in conjunction  
 161 with the processing and documentation of any such requested assignment or subletting. Regardless of any assignment or  
 162 subletting, Tenant shall remain primarily liable to perform all of the covenants and conditions contained in this Lease. The

163 acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a  
164 consent to the assignment of this Lease or the subletting of any part of the Leased Premises.

165 **N. DESTRUCTION OF LEASED PREMISES:** In the event of total or partial destruction of the Leased Premises by fire or other  
166 casualty insured under the property insurance required hereunder, Landlord agrees, to the extent insurance proceeds are  
167 sufficient, to promptly restore and repair the Leased Premises at Landlord's expense within one hundred eighty (180) days. In  
168 the event that Landlord fails to complete restoration or repair within such time period or the Leased Premises are so destroyed  
169 that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of the damage or destruction, then  
170 either Landlord or Tenant may, upon thirty (30) days written notice to the other party, terminate this Lease. Any insurance  
171 proceeds not utilized by Landlord in restoring or repairing the Leased Premises shall be and remain the sole property of  
172 Landlord. Rent shall abate during the time that the Leased Premises or any part are unusable by reason of any damage, in  
173 proportion to the percentage of the Leased Premises which are rendered unusable by the casualty.

174 **O. EMINENT DOMAIN:** If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain or deed in  
175 lieu thereof in any manner that the Leased Premises shall become unusable for the conduct of Tenant's business, this Lease  
176 may be terminated by Tenant by written notice to Landlord within fifteen (15) days after possession of the Leased Premises or  
177 the applicable part is taken. Tenant shall have no claim against Landlord or any other person or governmental authority on  
178 account of any such taking for the value of the unexpired Lease term. All damages awarded for taking of the Leased Premises  
179 shall belong solely to Landlord, except that Tenant may recover its moving expenses and any other compensation to which it is  
180 entitled under applicable law.

181 **P. DEFAULT AND REMEDY:** Each of the following shall be deemed and constitute a default by Tenant

- 182 1. Failure to pay rent within five (5) days after the same is due;
- 183 2. Failure to pay any other amount when due and such failure continues for ten (10) days after written notice thereof to Tenant;
- 184 3. Failure to perform any act to be performed by Tenant or to comply with any condition or covenant and such failure continues  
185 for thirty (30) days after written notice to Tenant;
- 186 4. If Tenant shall abandon or vacate the Leased Premises prior to the end of the Lease term;
- 187 5. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, unless removed within  
188 sixty (60) days;
- 189 6. An assignment by Tenant for the benefit of creditors, or
- 190 7. Any action commenced by or against Tenant under any insolvency, bankruptcy, moratorium or reorganization law, unless  
191 dismissed within sixty (60) days.

192 In the event of any such default, Landlord may re-enter the Leased Premises, take possession of all or part, and remove all  
193 property and persons and shall not be liable for any damages or for trespass. No re-entry shall be deemed a termination of this  
194 Lease, an acceptance of the surrender of this Lease or a satisfaction of Tenant's obligations to pay rent or any other obligations  
195 of Tenant. Tenant's obligation to pay rent and all other sums shall survive any such re-entry, repossession or any termination of  
196 this Lease by default or otherwise. Without obligation to do so and without constituting a termination, acceptance or surrender,  
197 Landlord may relet the Leased Premises, in whole or in part, for such term and for such sum as Landlord deems appropriate in  
198 its sole discretion. Landlord shall be entitled to recover from Tenant all costs of enforcement of this Lease and expenses of  
199 repossession and reletting of the Leased Premises, including but not limited to costs, attorney fees, expenses of removal and  
200 storage of Tenant's property, care, maintenance and repair of the Leased Premises while vacant, repair or restoration of the  
201 Leased Premises to the condition required upon expiration of this Lease and lease commissions payable in connection with any  
202 such reletting. All amounts payable hereunder by Tenant or recoverable by Landlord hereunder shall bear interest from the date  
203 thirty (30) days after due, or the date advanced or incurred by Landlord, as the case may be, at a rate equal to \_\_\_\_\_  
204 per month ("Default Rate").

205 **Q. ALTERATIONS:** Tenant shall not make or permit any installations or alterations of or upon any part of the Leased Premises or  
206 any additions to the Leased Premises without first obtaining the written consent of Landlord. Alterations and additions to the  
207 Leased Premises shall be made in accordance with all applicable laws. Tenant shall indemnify, defend and hold harmless  
208 Landlord from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation. If  
209 Landlord shall incur any additional expenses on account of such alterations, including but not limited to increased taxes or  
210 insurance premiums, Tenant shall reimburse Landlord for the full amount of such additional costs. Tenant shall, prior to the  
211 expiration of the Lease term, remove all of Tenant's trade fixtures and equipment, and if Landlord shall so require, any of the  
212 alterations made by Tenant and any damage to the Leased Premises shall be promptly repaired.

213 **R. MECHANIC'S LIENS:** No person shall be entitled to any lien upon the Leased Premises or the real estate or improvements on  
214 or in which the Leased Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any  
215 work, labor, services, material or equipment claimed to have been performed, furnished or leased to or for Tenant, or otherwise  
216 on account of any act or failure to act on the part of Tenant. Tenant shall neither cause nor permit the filing of any such lien. If  
217 any such lien claim or notice shall be filed, Tenant shall cause the same to be released or provide other satisfactory security to  
218 Landlord with respect to the same within sixty (60) days; and if not so released or secured, Landlord, at its option may pay up to  
219 the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment  
220 at the Default Rate, shall be deemed additional rent due and payable by Tenant immediately. Nothing in this Lease shall be  
221 deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the  
222 furnishing or leasing of any materials or equipment for the improvement, alteration or repairing of the Leased Premises, nor as

(office use only)

223 giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishing  
 224 or leasing of any material or equipment that would permit the attaching of a valid mechanic's lien.

225 **S. INSPECTION AND SHOWING OF LEASED PREMISES:** Landlord or its agent shall be permitted to enter to inspect or examine  
 226 the Leased Premises at any reasonable time and Landlord shall have the right in the event of an emergency to make any  
 227 repairs to the Leased Premises which Landlord may deem desirable and necessary for its preservation, provided, however, that  
 228 any repairs made by Landlord shall be at Tenant's expense, except as provided herein. Landlord may, during the Lease term, at  
 229 reasonable times and during usual business hours, enter to show the Leased Premises to others and, except in the case of  
 230 renewal, may at any time within ninety (90) days next preceding the expiration of the Lease term affix to any suitable part of the  
 231 Leased Premises a notice for letting the Leased Premises.

232 **T. SURRENDER AND HOLDING OVER:** Upon the expiration or other termination of this Lease, Tenant shall surrender to Landlord  
 233 the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of Tenant's removable  
 234 personal property, including trade fixtures), broom clean, and in the condition at the commencement of the Lease term, except  
 235 for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Any damage caused to  
 236 the Leased Premises by removal of any property shall be promptly repaired by Tenant to the satisfaction of Landlord. Tenant  
 237 shall remove all of its property as directed by Landlord and, failing to do so, shall pay all costs incurred by Landlord to remove all  
 238 such property and all other damages, costs and expenses of Landlord on account of such failure. Tenant's obligation to observe  
 239 or perform these covenants shall survive the expiration or other termination of this Lease. If Tenant shall retain possession of  
 240 the Leased Premises with the written consent of Landlord after the expiration of this Lease, and rent is accepted from Tenant,  
 241 the occupancy and payment shall be construed as an extension of this Lease for a period from month to month only from the  
 242 date of the expiration. If Tenant retains possession of the Leased Premises after the expiration of this Lease without the written  
 243 consent of Landlord, Tenant shall pay to Landlord double the amount of monthly rent specified in this Lease for the time Tenant  
 244 retains possession of the Leased Premises or any part after termination of this Lease.

245 **U. NON-WAIVER AND REMEDIES CUMULATIVE:** No waiver of any covenant or condition or the breach or default of any  
 246 covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach or default, or justify or  
 247 authorize a non-observance on any other occasion of such or any other covenant or condition. No failure by Landlord to  
 248 exercise any right or remedy at any time available to Landlord under this Lease shall constitute a waiver of such right or remedy  
 249 as to the same or any other breach or default by Tenant. The acceptance of rent by Landlord at any time when Tenant is in  
 250 breach or default of any covenant or condition shall not be construed as a waiver of any default. Landlord's rights and remedies  
 251 under this Lease are cumulative and neither the inclusion nor the exercise by Landlord of any such right or remedy shall  
 252 preclude or limit Landlord's exercise of any other right or legal or equitable remedy available under this Lease or under  
 253 applicable law.

254 **V. ENVIRONMENTAL DEFINITIONS AND COVENANTS:**

255 1. **Definitions:** For the purpose of this Lease, "Hazardous Material" shall mean and include any substance, chemical, waste or  
 256 material that is or becomes regulated by any federal, state or local governmental authority, including, without limitation, any  
 257 "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" as such terms are defined in the  
 258 Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and  
 259 Liability Act, and in any other law, ordinance, rule, regulation, or order promulgated by the federal or state government, or  
 260 any other governmental entity having jurisdiction over the Leased Premises or the building (collectively, "Environmental Laws").

261 2. **Covenants and Indemnity:** Tenant shall not use the Leased Premises for any activities involving, directly or indirectly, the  
 262 use, generation, treatment, storage or disposal of any hazardous or toxic chemical, and Tenant shall not cause or permit  
 263 any Hazardous Material to be brought upon, kept, stored, treated, released, disposed of or used in or about the Leased  
 264 Premises by Tenant, its agents, officers, employees, contractors, licensees or invitees. If Tenant shall breach any  
 265 obligations under this Lease regarding Hazardous Materials, or if Tenant or any of its agents, officers, employees,  
 266 contractors, licensees or invitees shall cause any release, discharge or disposal of any Hazardous Material in, on or from  
 267 the Leased Premises or the building (whether or not Landlord has given its consent to the presence of such Hazardous  
 268 Material)

269 a. Tenant shall promptly take all actions, at its sole expense, as are necessary to cure, clean up or otherwise remediate  
 270 the violation, provided that Landlord's approval of such actions shall first be obtained, which approval shall not be  
 271 unreasonably withheld if such actions are required or approved by governmental authorities having jurisdiction.

272 b. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, judgments, damages,  
 273 penalties, fines, costs, liabilities, or losses, including, without limitation, Landlord's costs to cure, clean up or otherwise  
 274 remediate the violation, release, discharge or disposal, and all court costs and reasonable attorney fees, site  
 275 assessment and investigation costs, consultant fees and expert fees incurred by Landlord in connection with any such  
 276 cure, cleanup or remediation or any actual or threatened civil suit, enforcement action or other legal proceedings  
 277 resulting from such violation, release, discharge or disposal.

278 The provisions of this Paragraph shall survive expiration or termination of this Lease.

279 **W. MISCELLANEOUS:**

280 1. So long as Tenant shall not be in default, Tenant shall, at all times during the Lease term, have the peaceable and quiet  
 281 enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully  
 282 claiming under the Landlord, except as provided for herein.

(office use only)

- 283 2. This Lease is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal  
 284 representatives, successors, and assigns.  
 285 3. This Lease shall be construed in accordance with the laws of the State of Indiana.  
 286 4. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Lease  
 287 shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.  
 288 5. This Lease constitutes the entire agreement of the parties and cannot be changed except by their written consent.  
 289 6. At Landlord's request, Tenant will execute an estoppel certificate addressed to any purchaser or mortgagee, or a  
 290 subordination, non-disturbance and attornment agreement among Landlord, Tenant and such mortgagee, certifying as to  
 291 facts (if true) and agreeing to notice provisions and other matters as the purchaser or mortgagee may reasonably require  
 292 in connection with any sale or financing.  
 293 7. Landlord and Tenant acknowledge that each has received agency office policy disclosures, had agency explained and  
 294 now confirm their agency relationships. Landlord and Tenant further acknowledge that they understand and accept  
 295 agency relationships involved in this transaction.  
 296 8. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed  
 297 as received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested)  
 298 at the address set forth below the signature of each party. The addresses may be changed from time to time by either  
 299 party by serving written notice.  
 300 9. The parties agree that this Lease may be transmitted between them electronically or digitally. The parties intend that  
 301 electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original  
 302 document shall be promptly executed and/or delivered, if requested. This Lease may be executed simultaneously or in  
 303 two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and  
 304 the same instrument.  
 305 10. Each person executing this Lease on behalf of a party represents and warrants that he or she has been authorized by all  
 306 necessary action to execute and deliver this Lease on behalf of such party.

307					
308	TENANT'S SIGNATURE		LANDLORD'S SIGNATURE		
309			<i>Barb Neuhouser Barb Neuhouser</i>		
310					
311	PRINTED		PRINTED		
312			<i>Barb Neuhouser Barb Neuhouser</i>		
313					
314	(AREA CODE) TELEPHONE NUMBER/FAX NUMBER		(AREA CODE) TELEPHONE NUMBER/FAX NUMBER		
315					
316	TENANT'S ADDRESS		LANDLORD'S ADDRESS		
317					
318	CITY STATE ZIP		CITY STATE ZIP		
319					
320					
321					



Prepared and provided as a member service by the Indiana Association of REALTORS®. Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice. Form #F41. Copyright IAR 2020





# AMENDMENT # 1 TO LEASE AGREEMENT

For use only by members of the Indiana Association of REALTORS®

1 Date: 08/21/2020

2  
3 This Addendum is attached to and made a part of Lease Agreement dated 10/01/2020  
4 for property in Fairfield Township, Tippecanoe County, known as  
5 324 N 25th St Lafayette, Indiana, Zip 47904 (the "Property")  
6 between Brad & Barbara Neihouser, Landlord, and  
7 The Board of Commissioners of Tippecanoe County, Tenant.

8  
9 It is mutually agreed to amend said Lease Agreement as follows: (check appropriate paragraph)

10  
11  A. The original lease is extended \_\_\_\_\_ months, from \_\_\_\_\_ to \_\_\_\_\_

12  
13  B. The original lease is otherwise modified on the following terms:  
14 Should federal funds for the maintenance of the Program of the Tenant be decreased to the point that the Indiana  
15 WIC Program would be unable to support this Lease, then and in such event, this Lease may be canceled by the  
16 Tenant upon a thirty (30) day written notice to the Landlord.  
17 Tenant and Landlord will work together on the cost of a new front entrance and removing a wall to make a bigger  
18 conference room.  
19 Tenant is hereby credited with a deposit in the amount of \$4,067.25 toward the amount required under Section D of  
20 the Lease. This credit comes from the deposit in that amount made for the Premises under the Lease dated January  
21 12, 2018.  
22 Tenant to provide Lessor with proof of liability insurance with Brad & Barbara Neihouser, 118 W Montgomery PO Box  
23 622, Francesville, IN 47946 listed as an additional insured.

24  
25 All other terms and conditions of the original lease remain unchanged. This is a legally binding contract.

26  
27 By signature below, the parties acknowledge receipt of a signed copy of this Amendment.

28  
29  
30 Brad Neihouser 8/28/2020  
31 LANDLORD'S SIGNATURE DATE

Barb Neihouser 8-28-2020  
LANDLORD'S SIGNATURE DATE

32  
33  
34 Brad Neihouser  
35 PRINTED

Barb Neihouser  
PRINTED

36  
37  
38  
39 TENANT'S SIGNATURE DATE

TENANT'S SIGNATURE DATE

40  
41  
42  
43 PRINTED

PRINTED



Prepared and provided as a member service by the Indiana Association of REALTORS® Inc. (IAR). This form is restricted to use by members of IAR. This is a legally binding contract, if not understood seek legal advice  
Form #51A Copyright IAR 2020



**TIPPECANOE COUNTY BANKING SERVICES AGREEMENT**

September 15, 2020 to September 15, 2022

THIS AGREEMENT, dated as of the 15<sup>th</sup> day of September, 2020, is between TIPPECANOE COUNTY, INDIANA, acting by and through the TIPPECANOE COUNTY BOARD OF FINANCE and the TIPPECANOE COUNTY TREASURER (hereinafter referred to as the "COUNTY") **First Merchants Bank** (hereinafter referred to as the "BANK").

## WITNESSETH

WHEREAS, the COUNTY desires to contract for cash management and banking services (hereinafter referred to as the "SERVICES"); and

WHEREAS, the BANK has expressed a willingness to provide said SERVICES.

NOW, THEREFORE, in consideration of mutual covenants, herein contained, the parties hereto mutually agree as follows:

This Agreement consists of the following documents, which are attached hereto and by reference made a part hereof, which documents embody the whole agreement of the parties, there being no promises, terms conditions, or obligations referred to the subject matter other than contained herein. In the event of a conflict, the specifications contained in the following documents shall control in the following order:

1. Tippecanoe County Banking Services Requested for Proposals dated **July 29, 2016**
2. Bank's Proposal received **August 12, 2016**
3. Contract Amendment dated **August 1, 2019**

Pursuant to the terms and conditions of this Agreement, Bank shall provide such Investment Services as County may from time to time request pursuant to the terms and conditions contained in Tippecanoe County Banking Services Request for Proposals, and the Bank's Proposal in response thereto, all in accordance with Indiana Code 5-13 from September 15, 2020 to September 15, 2022, initially in respect to the following accounts, as more fully set forth in BANK's response to County's Request for Proposals at the interest rates set forth below:

<u>Account</u>	<u>Investment Vehicle</u>	<u>Rate of Interest</u>
High Balance Accounts	Money Market Savings	Targeted FF rate + 10 bps
Primary Accounts	Business Interest	Targeted FF rate + 5 bps



In accordance with IC 5-13-11-2(a), the investment of all funds by the Bank will be subject to the approval of the Tippecanoe County Treasurer, and the Bank shall keep those records concerning the investment cash management system that the County would maintain for audits by the state board of accounts.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf, respectively, by their proper office or officials.

DATED as of the 8<sup>th</sup> day of September, 2020

By:

 9/8/2020

\_\_\_\_\_  
Tony S. Albrecht, Regional President      Date

TIPPECANOE COUNTY  
BOARD OF FINANCE

\_\_\_\_\_  
Jennifer Weston, Treasurer of      Date  
Tippecanoe County

TIPPECANOE COUNTY BOARD OF  
COMMISSIONERS

\_\_\_\_\_  
David Byers, President      Date

\_\_\_\_\_  
Tracy Brown, Vice President      Date

\_\_\_\_\_  
Thomas P Murtaugh, Member      Date

ATTEST:

\_\_\_\_\_  
Robert A. Plantenga, County Auditor      Date



AGREEMENT  
by and among  
TIPPECANOE COUNTY  
CITY OF WEST LAFAYETTE  
PURDUE UNIVERSITY

concerning  
PURCHASE OF PUBLIC SAFETY SOFTWARE AND SERVICES FROM COLOSSUS, INC.

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and among TIPPECANOE COUNTY, INDIANA, (hereinafter referred to as "COUNTY"); the CITY OF WEST LAFAYETTE, INDIANA (hereinafter referred to as "CITY"); and PURDUE UNIVERSITY POLICE DEPARTMENT (hereinafter referred to as the "PURDUE"). The above-named entities are collectively referred to herein as "PARTY" or "PARTIES."

**WITNESSETH:**

WHEREAS, the State of Indiana has entered into a Quantity Purchase Agreement (QPA) with Colossus, Inc. for provision of certain software and services related to Jail Management Software (JMS), Records Management Software (RMS), and Computer Aided Dispatch (CAD); and

WHEREAS, Colossus has indicated that its software is or will be compliant with the National Incident Based Reporting System (NIBRS) standards; and

WHEREAS, the parties wish to take advantage of the QPA and make their systems NIBRS compliant; and

WHEREAS, the parties wish to ensure particularly that they maintain compatible CAD systems; and

WHEREAS, the parties wish to comply with restrictions under IC 36-8-16.7-38 concerning permissible expenditures of funds made available through the statewide 911 fund under IC 36-8-16.7-38; and

WHEREAS, the PARTIES desire to also purchase additional software and services specific to the needs of their organization which are not permissible expenses for distributions made from the statewide 911 fund; and

WHEREAS, all parties wish to purchase CAD software;

WHEREAS, Tippecanoe County also wishes to purchase JMS software for the Tippecanoe County Sheriff and RMS software for the Sheriff and the Tippecanoe County Prosecutor; and

WHEREAS, the City also wishes to purchase RMS software; and

WHEREAS, Purdue wishes to purchase RMS software; and

WHEREAS, the Parties wish to have the County serve as the lead agency for acquisition of the software and services described herein.

WHEREAS, this Agreement shall document the PARTIES' understanding as to purchase of the software and services from Colossus, Inc.; allocation of purchase costs among the PARTIES; manner of payment of such Costs by the PARTIES, and other matters related thereto;

NOW, THEREFORE, the PARTIES agree as follows:

**1. Definitions**

- a. QPA means the Quality Purchase Agreement between the State of Indiana and Colossus, Incorporated dated September 16, 2009, and subsequently amended, most recently by Amendment #4 thereto on or about June 27, 2019.

**2. Contract with Colossus, Inc.** The County shall enter into a contract with Colossus Inc. for the software and services described herein on its own behalf and on behalf of the City and Purdue. Said contract shall be substantially in the form of the documents attached hereto as Exhibit A and the QPA. In addition to making the payments as described in Section 3, the Parties shall meet the non-financial obligations set forth in the Colossus Agreements for their respective products, including without limitation, supplying the required hardware, data, and contact personnel as set forth in the Statements of Work listed in Exhibit A for conversion from their respective existing systems to the Colossus products and implementation of said products.

**3. Payment.** The intent of the parties is that the agreements with Colossus will be payable over a period of years. Payments for CAD related expenses will be paid out of distributions from the Statewide 911 fund. The Parties will be responsible for funding the remaining portions of their obligations out of their own funds. In particular, but without limitation, the County, City, and Purdue, will be financially responsible for their respective RMS systems. The County will additionally be responsible for its JMS system. The parties recognize that the fiscal process in Indiana is such that they are unable to bind fiscal bodies for future fiscal years. Therefore, the parties shall incorporate into relevant contracts a provision allowing termination if funding is not made available from the appropriate fiscal body after the party affirmatively requests such funding.

The parties anticipate that the costs of the contract will be in the amounts and payable on the schedule set forth on EXHIBIT B.

**4. Duration and Renewal.** This Agreement will commence upon the date of last signature and shall expire eight (8) years from the date of signature of the last signing party or upon final acceptance of and payment for any and all work arising out of the Colossus Agreements, whichever comes last, unless amended or terminated as provided in this Agreement. This Agreement may be renewed under the same terms and conditions subject to the approval of the Parties.

## GENERAL PROVISIONS

Except as otherwise limited pursuant to local, state, and/or Federal laws, ordinances, codes, rules and regulations, the PARTIES agree to the following:

1. **Access to Records.** Each PARTY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for eight (8) years from the date of final payment under the terms of this Agreement, for inspection or audit.
2. **Assignment; Successors.** Each PARTY binds its successors and assignees to all the terms and conditions of this Agreement. The PARTIES shall not assign or subcontract the whole or any part of this Agreement without written consent by the other PARTIES.
3. **Audit.** Each PARTY acknowledges that it may be required to submit to an audit of funds paid through this Agreement.
4. **Authority to Bind Parties.** Each PARTY warrants that it has the necessary authority to enter into this Agreement. The signatory for each of the PARTIES represents that he/she has been duly authorized to execute this Agreement on behalf of the PARTY, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the PARTY.
5. **Disputes.**
  - A. Should any disputes arise with respect to this Agreement, the PARTIES and agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
  - B. Each PARTY agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should a PARTY fail to continue to perform its responsibilities regarding all non-disputed matters, without delay, any additional costs incurred by the other PARTIES to this Agreement as a result of such failure to proceed shall be borne by the PARTY.
6. **Force Majeure.** In the event that either PARTY is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected PARTY (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other PARTY and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the PARTY whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

7. **Funding Cancellation Clause.** In the event that a Party is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, that Party may terminate its participation in this Agreement on thirty (30) days written notice to the other Parties. In such event, the terminating party agrees that it shall reimburse the other Party or Colossus for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. The parties understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

8. **Governing Laws.** This Agreement is entered into in Indiana and all matters arising under or related to this Agreement shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

[Remainder of Page Intentionally Left Blank]

TIPPECANOE COUNTY  
BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Tracy A. Brown, President

By: \_\_\_\_\_  
Thomas P. Murtaugh, Vice-President

By: \_\_\_\_\_  
David S. Byers, Member

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

ATTEST:

By: \_\_\_\_\_  
Robert Plantenga, Auditor

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

SHERIFF, TIPPECANOE COUNTY

\_\_\_\_\_  
Robert Goldsmith

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

PURDUE POLICE DEPARTMENT

By: \_\_\_\_\_

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

CITY OF WEST LAFAYETTE

By: \_\_\_\_\_

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

## **EXHIBIT A**

1. Quotation/Order Form - Q-01295-2 - August 31, 2020
2. Statements of Work CAD/MOBILE/RMS and JMS  
(Reference quote Q-01295-2 dated 2020-08-31)
3. State QPA Schedules.
  - a. Schedule A-2 Software License Agreement
  - b. Exhibit C Software Maintenance Agreement
  - c. Schedule J-1 RMS Master Subscription Agreement
4. Tippecanoe County, Indiana Additional Terms and Conditions



Colossus, Incorporated

# Quotation | Order Form

**Quote For:** Tippecanoe County Sheriff's Office  
**- Consolidated -**  
 2640 Duncan Road  
 Lafayette, IN 47904

**Quote Nbr:** Q-01295-2  
**Create Date:** Aug 31, 2020  
**Expire Date:** Sep 8, 2020  
**Paym't Terms:** Net 30  
*(Per Schedule Herein)*

**For End User:** Tippecanoe County Sheriff's Office

**Contact:** Captain Robert Hainje  
**Phone:** 765-423-9388  
**Mobile:**  
**Email:** [rwhainje@tippecanoe.in.gov](mailto:rwhainje@tippecanoe.in.gov)

**Sales Exec:** Rich Riemann  
**Mobile:** 636.485.6317  
**Email:** [riemann@caliberpublicsafety.com](mailto:riemann@caliberpublicsafety.com)  
**Orders Fax:** +1 866-368-8602

Prod Family	Item Family	Product Code	Product Description	QTY	Price	
CAD	Software	CAD-CLIENT-FT	CAD Client Software License - Full Time	15	\$ 165,000	
		CAD-CLIENT-PT	CAD Client Software License - Part Time	14	\$ 98,000	
		CI-UPGD-CADNGCL	CAD/Map Engine Software License/3rd Party Software	29	\$ 8,700	
		CAD-CLNT-NCIC	CAD CJIS Query Only License	15	\$ 22,500	
		CAD-ADMIN-NCIC	CAD CJIS Query Only License (Admin/Backup Position)	14	\$ 10,500	
		CAD-SERVERSW	CAD Server Software License	1	\$ 20,000	
		CJIS-SVR-CIS	CIS Server Software License	1	\$ 6,500	
		CAD-SVR-WBCAD	WebCAD (View Only) License (10 concurrent users)	1	\$ 9,600	
		CAD-INTER-ONE	CAD One Way Export from CAD - ESO ePCR	1	\$ 3,000	
		SI-CAD-1WAYXSLT	CAD Interfaces One Way Export that requires a XLST.	1	\$ 3,000	
		SI-CAD-1WAYXSLT	CAD Interfaces   Utility BWC	1	\$ 3,000	
		SI-CAD-1WAYXSLT	CAD Interfaces   Cry Wolf	1	\$ 3,000	
						<b>Total CAD Software Licenses</b>
	Services	CI-DEV	CAD Data Conversion		\$ 28,480	
		SI-CAD-2WAY	CAD Interfaces Installation Services per Interface		\$ 1,602	
		SI-CAD-1WAY	CAD Interfaces Installation Services per Interface		\$ 1,602	
		SI-CAD-1WAYXSLT	CAD Interfaces XSLT   Utility BWC Setup Fee		\$ 1,602	
		SI-CAD-1WAYXSLT	CAD Interfaces XSLT   Cry Wolf Setup Fee		\$ 1,602	
		CI-TR	Trainers on site for Go-Live		\$ 11,880	
		TR-TRKIT	CAD Portable Training Kit (4 wrkstns or 4 laptops)		\$ 550	
		CI-DS	CAD MSAG processing, CAD Admin Configuration		\$ 4,272	
		TR-CADUSR	CAD User Training (2 day class, 8 users max per class)		\$ 10,146	
		PS-CAD-20	CAD Implementation & Consulting Services		\$ 84,960	
		TR-TRKIT	CAD Portable Training Kit (4 wrkstns or 4 laptops)		\$ 550	
		CI-WKSI	Software Install (per wrkstn)- Customer provided hardware		\$ 7,743	
		CI-WC-NEW	Web CAD Installation Services (new)		\$ 1,246	
		CI-PM	Project Management Services		\$ 35,600	
		TR-NCICWEB	NCIC Services (Deploy/Training/PM)		\$ 979	
CI-TECH	2) WorkFlow Demo		\$ 6,408			
				Tech to Install Additional Sites		
				Tech Support for Admin Training		
				Tech Support for CAD Cut Live		
				<b>Total CAD Services</b>	<b>\$ 199,222</b>	
				<b>Total CAD</b>	<b>\$ 552,022</b>	
Mobile	Software	MC-CLIENT	Mobile 10 Client Software License	152	\$ 190,000	
		MC-MOBMAP	Mobile Mapping Client Software (per client)	152	\$ 36,480	
		MC-POCKETCOP	PocketCop Client	22	\$ 10,560	
		MC-POCKETRESCUE	PocketRescue Client	49	\$ 9,555	
		MC-SERVER<450	Mobile 10 Server Software License 251 - 450 Clients	1	\$ 35,500	
		INTERDEX	InterDex	1		
					<b>Total Mobile Software Licenses</b>	<b>\$ 282,095</b>
	Services	PS-MOB-NEW	Mobile "New" Implementation & Consulting Services Professional Services for a NEW Mobile includes the following services all remote unless noted: Project Management; Kickoff Meeting; Business Practice Review; System configuration (Site Survey - Customer Provided HW); Software and Interface Installation and Configuration; Training (1 Mobile Admin, Mobile User 2- 4Hr classes, 16 users max) Onsite; Cutover (1 Day) and Post Cut Support up to 4 hrs.		\$ 12,460	

**Mobile**

SI-PCKT-RMTE	Mobility Service Add On (PocketCop)	\$	1,068
TR-MC-WEB	Training- Mobile/PocketCop Web (2 hours)	\$	534
TR-MC-GLS	Mobile Cut Live TrainingSupport (over 30 Clients)	\$	3,560
<b>Total Mobile Services</b>			<b>\$ 17,622</b>
<b>Total MOBILE</b>			<b>\$ 299,717</b>

**RMS**

<b>Software</b>	OL-RMS-PLUS	Online RMS Plus - Sworn	167	\$	61,790	
	OL-RMS-PLUS-NS	Online RMS Plus - Non-Sworn	123			
	OL-RMS-VIEW	Online RMS - View Only (per user, per year)	57	\$	6,270	
	OL-INT	Online RMS - Odyssey JTAC Warrants Interface	4	\$	2,000	
	OL-INT	Aries - IN only LexisNexis (Verify States) ReportBeam Standard Crash ICD	4	\$	2,000	
	OL-INT	Online RMS eCitation interface (Standard one-way inbound data exchange-Changes to interface will incur additional costs)	4	\$	2,000	
	OL-RMS-DATA100	Online RMS Data Storage - 100GB	4	\$	6,000	
	<b>Total RMS Software Licenses / Subscription</b>			<b>\$</b>	<b>80,060</b>	
	<b>Services</b>	OL-DS-PLATINUM	Online RMS Data Conversion Platinum Package #1 - Arrest Package, Citations Package, Incidents Package, Warrants Package -- New		\$	56,960
		CI-DEV	RMS Data Conversion		\$	14,760
		OL-NIBRS +300	NIBRS Certification Assistance Package		\$	22,500
		CI-OL-INT	Online RMS Interface Setup Fee		\$	12,460
		CI-OL-INT	Online RMS Interface Setup Fee		\$	12,460
		CI-OL-INT	Online RMS Interface Setup Fee		\$	12,460
TR-OL-TRTR		Train the Trainer (24 hrs per class, 8 students max)		\$	18,868	
PS-RMS-101		Services include: Project Management, Project Planning (Project Initiation/Kickoff Meeting/BPR, System Configuration), Cutover, Post Cutover Training.		\$	55,180	
<b>Total RMS Services</b>			<b>\$</b>	<b>205,648</b>		
<b>Total RMS</b>			<b>\$</b>	<b>285,708</b>		

**JMS**

<b>Software</b>	JailTracker Base Module	JT Base Module 1000; JT Electronic Module 1000; Web Module; Auto-Notify Module 1000; Face Rec 501-1000 ADP; JT Doc-Image 1000; Bar Coding Module 1000; Inmate Phone Interface; Vine Interface; JT Interface; Commissary Interface; Med Provider Interface.	1	\$	84,965
	<hr/>				
<b>Services</b>	JailTracker Professional Services	Project Management; Business Process Review; Onsite Training - Support Go Live; Data Conversion		\$	82,300
<b>Total JMS</b>			<b>\$</b>	<b>167,265</b>	

<b>Annual Maintenance - Support: CAD   Mobile</b>	<b>\$</b>	<b>126,979</b>
<b>Annual Maintenance - Support: JMS</b>	<b>\$</b>	<b>18,692</b>
<b>Estimated Travel</b>	<b>\$</b>	<b>40,525</b>

**Year 1 | Total Quotation - Order \$ 1,490,908**

Payment Schedule | 8 Year Term | Net 30 Days

Year 1:	\$	1,532,660	Sep 08, 2020
Year 2:	\$	-	Jan 01, 2021
Year 3:	\$	292,012	Jan 01, 2022
Year 4:	\$	292,012	Jan 01, 2023
Year 5:	\$	292,012	Jan 01, 2024
Year 6:	\$	292,012	Jan 01, 2025
Year 7:	\$	292,012	Jan 01, 2026
Year 8:	\$	292,012	Jan 01, 2027

**TOTAL 8 Year Term \$ 3,284,729**

Year 9:	\$	309,698	Jan 01, 2028
Year 10:	\$	325,183	Jan 01, 2029

Quotation | Order Form Acceptance

**COLOSSUS, INCORPORATED**

**Tippecanoe County Sheriff's Office**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Additional Terms and Conditions**

- 1) The Quotation | Order Form does not include hardware; all hardware purchased directly by the customer must be in accordance to **Colossus, Incorporated** (herein after referred to as "Caliber Public Safety") hardware specifications.
- 2) This Quotation incorporates by reference the Professional Services Contract EDS# H 28-10-1 dated September 17 2009, as amended from time to time(the "Contract") between the State of Indiana acting through the Intergrated Public Safety Commission on behalf of teh Indiana State Police, and for limited purposes, all other Indiana Government Entities between Colossus, Incorporated and Customer.
- 3) Any purchase order provided by Customer is valid only for purposes of identifying the "bill to" and "ship to" addresses. No additional terms contained within the purchase order shall be binding on **Colossus, Incorporated**.
- 4) Applicable taxes, shipping and handling are not included unless specifically stated and will be added to the invoice at the time of issuance.
- 5) Each party executing this Quotation acknowledge and warrant that [he][she] is duly authorized by **Colossus, Incorporated** and/or the Customer to execute this Quotation on **Colossus, Incorporated's** and/or the Customer's behalf.
- 6) Unless otherwise marked on the actual invoice, payment terms are **net-30 days** from the date of invoice.
- 7) Transmission of images of signed Quotation | Order Form by facsimile, e-mail or other electronic means shall have the same effect as the delivery in person of manually signed documents.
- 8) Maintenance & Support services commence upon the effective date of the Agreement.



# Statements of Work

Tippecanoe County Sheriff's Office, IN

2008-2020 Colossus, Incorporated (hereinafter referred to as "Caliber", "Caliber Public Safety" or "CPS" and/or JailTracker). **All rights reserved. The information contained in this document represents Caliber's contractual documentation as of the date of publication and is subject to change without notice. No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without the express written permission of Caliber. Other product and company names mentioned herein may be the trademarks of their respective owners.**

## GENERAL INFORMATION

These Statements of Work ("SOWs") are entered into and agreed upon effective as of [REDACTED] by and between Colossus, Incorporated d/b/a InterAct Public Safety Systems (hereinafter referred to as "Caliber", "Caliber Public Safety", "CPS" and/or JailTracker), and the customer identified below ("Customer"). This SOW expressly incorporates by reference the entirety of that certain Professional Services Contract dated as of September 17, 2009, as amended from time to time (the "Contract") between the State of Indiana acting through the Integrated Public Safety Commission ("IPSC") on behalf of the Indiana State Police ("ISP"), and for limited purposes, all other Indiana Governmental Entities (the State, IPSC, ISP, and all other Indiana Governmental Entities collectively referred to as "the State") between Caliber and Tippecanoe County Sheriff's Office, IN (the "Agreement"). If the Customer identified below is not a party to the Agreement identified above, then the Customer identified below agrees that upon incorporation of the Agreement into this SOW all provisions applicable to the "Customer" in the Agreement shall be applicable to the Customer identified below. Upon execution by Caliber and Customer, this SOW shall constitute a binding Agreement. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. Reference is also made to those certain Quotation/Sales Orders #Q-01295-2 dated 08/31/2020 for Caliber products and services each signed by Caliber and Customer (collectively the "Order Form").

Effective Date:			
Customer Name:	Tippecanoe County Sheriff's Office		
Designated Location:	2640 Duncan Road; Lafayette, IN 47904		
Customer Contact:	Capt. Robert Hainje		
Customer Phone:	765-423-9388	Customer Email:	<a href="mailto:rwhainje@tippecanoe.in.gov">rwhainje@tippecanoe.in.gov</a>

### Statement of Work Approval (Customer Name)

Print name/title of authorizing person:			
Signature of authorizing person:		Date:	

### Statement of Work Approval – COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems

Print name/title of authorizing person:			
Signature of authorizing person:		Date:	

### Statement of Work Approval – (Other Stakeholders - Customer )

Print name/title of authorizing person:			
Signature of authorizing person:		Date:	

TABLE OF CONTENTS

Section 1: Introduction..... 3

Section 2: Project Team Structure, Communication, and Escalations ..... 4

Section 3. Scope of Work ..... 6

    3.1: Proposed Timeline ..... 6

    3.2 Product(s), Ancillary (ies), Interface(s) and Custom Work..... 7

    3.2 Services ..... 9

    3.3: Hardware.....11

    3.4 Project Conditions.....11

Section 4. Tasks, Responsibilities and Deliverables..... 14

Section 5: Infrastructure Requirements ..... 22

Attachment A. CPS MAP DISPLAY DATA REQUIREMENTS ..... 24

Attachment B. CPS Records to Online RMS Data Conversion Package and Scope..... 28

Attachment C. Payment Schedule ..... 32

Attachment D. JailTracker Statement of Work (SOW) ..... 33

This document includes:

Statement of Work (“SOW”) for CPS in the following sections

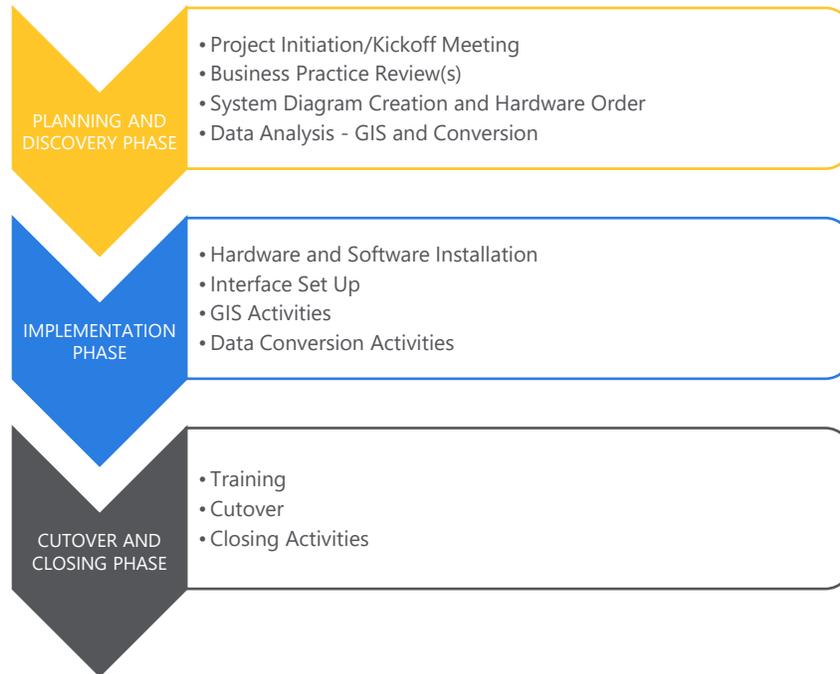
AND

Statement of Work (“SOW”) for JailTracker under  
[ATTACHMENT D. JAILTRACKER STATEMENT OF WORK \(SOW\)](#)

SECTION 1: INTRODUCTION

This Statement of Work (“SOW”) defines scope, project services, deliverables, dependencies, assumptions and responsibilities of Customer and Caliber for the implementation of the Scope of Work (the “Project”) defined below. In case of discrepancies between the scope outlined in this document and the Order Form, the Order Form supersedes this section unless otherwise noted.

Caliber Public Safety’s project implementation methodologies focuses on utilizing defined industry and program management best practices. An overview of our methodology is illustrated below.



This document includes the following sections:

- Section 2: Project Team, Communication, and Escalations
- Section 3: Scope of Work
- Section 4: Scope of Services, Responsibilities, and Deliverables
- Section 5: Infrastructure Requirements
- Attachments as necessary

## SECTION 2: PROJECT TEAM STRUCTURE, COMMUNICATION, AND ESCALATIONS

During the project, Caliber Public Safety will assign a team that will support your project. We will establish a Steering Committee that is comprised of Customer and Caliber Public Safety personnel to ensure that all facets of the project are managed appropriately and all decisions are being made in a timely manner. The Caliber Public Safety Project Manager will coordinate the implementation effort with Customer staff. This responsibility includes managing, documenting, and monitoring the overall project in accordance to this SOW.

The Caliber Public Safety project team:

Personnel is subject to change based on availability

ROLE	RESPONSIBILITIES	POC(s)	Contact Information
Project Executive Sponsor	Escalation point for issues that arise beyond the project level	<ul style="list-style-type: none"> <li>Vice-President of Professional Services</li> <li>Professional Services Director</li> </ul>	<ul style="list-style-type: none"> <li>Diva Mayeau <a href="mailto:dmayeau@caliberpublicsafety.com">dmayeau@caliberpublicsafety.com</a></li> <li>Chad Brymer <a href="mailto:cbrymer@caliberpublicsafety.com">cbrymer@caliberpublicsafety.com</a></li> </ul>
Project Manager	The project manager will be the primary point of contact and responsible for the management of this SOW as in regards to CPS Deliverables	<i>Project Manager</i>	<ul style="list-style-type: none"> <li>Alicia Bremner <a href="mailto:abremner@caliberpublicsafety.com">abremner@caliberpublicsafety.com</a></li> </ul>
Sales Executive	The sales executive will be the point of contact for any questions about the sale and future change orders	<i>Sales Executive</i>	<ul style="list-style-type: none"> <li>Richard Riemann <a href="mailto:rriemann@caliberpublicsafety.com">rriemann@caliberpublicsafety.com</a></li> </ul>
Application Consultant & Technical Team	Through the implementation, Application Consultants will be assigned to review existing processes and consult in how to best implement the systems in Operations; this includes review of current practices, data, and/or internal processes. This team will also be the team that will provide training and cutover support on the applications being deployed	<i>Application Consultants</i>	<ul style="list-style-type: none"> <li>Eric Tookes – Project Coordinator <a href="mailto:etookes@caliberpublicsafety.com">etookes@caliberpublicsafety.com</a></li> <li>Chrissie Hatton – Mobile and RMS Application Consultant <a href="mailto:chatton@caliberpublicsafety.com">chatton@caliberpublicsafety.com</a></li> <li>Beverly Goodin - CAD Application Consultant <a href="mailto:bgoodin@caliberpublicsafety.com">bgoodin@caliberpublicsafety.com</a></li> </ul>
Technical Services Team	The Technical Team is responsible for data migrations, GIS work, Software, Interface Installation, and Deployments.	<i>Data Services</i>  <i>GIS</i>  <i>Deployment</i>	<ul style="list-style-type: none"> <li>Jeremy McDougal –GIS/Data Conversion Manager <a href="mailto:jmcdougal@caliberpublicsafety.com">jmcdougal@caliberpublicsafety.com</a></li> <li>Darren Hibbard – GIS Project Manager <a href="mailto:jhibbard@caliberpublicsafety.com">jhibbard@caliberpublicsafety.com</a></li> <li>Charles Smith – Deployment Team Lead <a href="mailto:csmith@caliberpublicsafety.com">csmith@caliberpublicsafety.com</a></li> </ul>
Customer Support Services Team	Following go-live, you will be assigned a Caliber Public Safety Customer Success <b>Manager who will be your "go-to" resource</b> for questions, issues, additional training, and onsite support as required. While you are always free to call our main Customer support number, your Customer Success Manager will serve as a direct resource to support your day-to-day Caliber Public Safety needs.	<i>Vice-President of Customer Support Customer Success Manager</i>	<ul style="list-style-type: none"> <li>Derek Smith <a href="mailto:dsmith@caliberpublicsafety.com">dsmith@caliberpublicsafety.com</a></li> <li>Isaac Sprague <a href="mailto:ISprague@caliberpublicsafety.com">ISprague@caliberpublicsafety.com</a></li> </ul>

Customer Project Team:

Caliber requires that the Customer assign appropriate staff for key tasks in the project 100% through the duration of the task as described in the project plan. The specific number of employees is up to the Customer and dependent on how the assigned staff can make decisions about configuration of the systems and their area of expertise and influence on users for change management. The assigned project manager will work with the **Customer’s** project managers to map the **Customer’s** staffing requirements.

The success of the project starts at the beginning of the project even before the contract award is finalized. Caliber Public Safety will sell the products, services, and experience but it is the Customer who owns the solution. As such, your support, dedication, and ownership sets the tone from the beginning.

Creating a Core Team — this is the **Customer’s** team that will assist Caliber with:

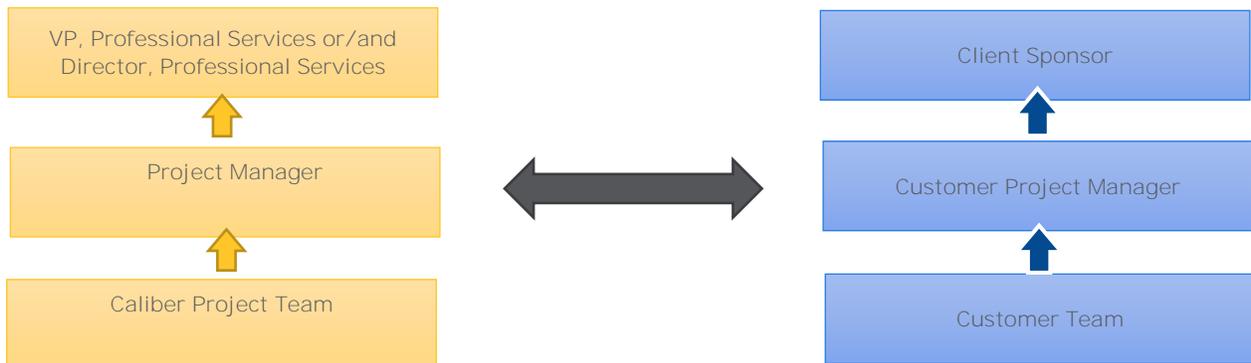
- Clear knowledge of current department business practices, department policies and procedures.
- Authority to make or suggest new business practices for the department.
- Users who will function as the department experts and have the skills to train/assist other users.
- Basic working knowledge of computers (example: browsers and browser settings, file attachments).
- Working knowledge of Microsoft Office (understand copy and paste, save files locally).
- Willing to participate in open classroom discussions.

Maintain a Partnership with the Caliber team — together we will succeed!

- Actively participate in meeting and project activities.
- Completing data collection worksheets, wholly and accurately.
- Fully engage in training activities.
- Thoroughly test and exercise the systems.
- Plan for change management activities for your organization.
- **Plan and “staff up” for project Go-Lives.**

During the project implementation, the following hierarchy will be use and this includes escalations:

Project Hierarchy:



## SECTION 3. SCOPE OF WORK

The following sections describe the timeline, products and services to provide to Tippecanoe County, IN, which includes the following agencies:

- Tippecanoe County for the use of CAD, Mobile, OnlineRMS, and JailTracker which includes
  - Tippecanoe County Prosecutor Office Mobile and Records
- West Lafayette Police Department for the use of CAD, Mobile, OnlineRMS
- Purdue University Police Department for the use of CAD, Mobile, OnlineRMS

### 3.1: Proposed Timeline

<b>Tippecanoe County, IN - Proposed Schedule</b>			
PHASE	TASK	CURRENT DATES <small>Subject to change based on availability from both parties at contract signature</small>	RESOURCE
<b>CONTRACT SIGNATURE BY OR BEFORE SEPTEMBER 8, 2020, All Tasks REMOTE unless otherwise noted</b>			
<b>PLANNING &amp; DISCOVERY PHASE</b>	Official Initiation/Kickoff	To be scheduled	Tippecanoe & CPS
	Site Survey and Hardware Order by Tippecanoe for CAD and Mobile - <b>ONSITE - Completed</b>	Wk: 7/2020	Tippecanoe & CPS
	Final GIS/RMS Conversion Data Source Ready for CPS	Wk: 7/20/20	Tippecanoe
	GIS Data Review Starts	Wk: 7/20/20	CPS
	Business Practice Review(s)		
	CAD (Onsite) - <b>Completed</b>	7/21 and 7/22	Tippecanoe & CPS
	RMS (Remote) - <b>Completed</b>	7/13 and 7/14	Tippecanoe & CPS
	Mobile (Remote) - <b>Completed</b>	7/16-7/17	Tippecanoe & CPS
RMS Conversion Review Starts	Wk: 8/3/20	CPS	
<b>IMPLEMENTATION PHASE</b>	<b>CAD AND MOBILE</b>		
	Infrastructure Set Up - HW is staged onsite for CAD and Mobile and ready for CPS	Wk: 8/10/20	Tippecanoe
	Training Kits shipped for training	TBD	CPS
	CAD and Mobile Software Installation	Wk: 9/21/20	CPS
	Interface Installation Starts (no end date provided; CPS will make sure its completed before the beginning of each system's administration training)	After 9/21/20 TBD	CPS
	Demonstration of CAD Baseline System #2 with client's data	10/20/20	Tippecanoe & CPS
	CAD Administration Training (Onsite)	10/27/20 - 10/30/20	Tippecanoe & CPS
	Mobile Administration Training (Onsite)	12/01/20 - 12/02/20	Tippecanoe & CPS
	CAD Client Set Up	10/30/20 and On	Tippecanoe
	<b>ONLINERMS</b>		
	RMS Configuration; after signature this will be review	Ongoing	CPS
	RMS Client Modification (if applicable)	Ongoing	Tippecanoe
	RMS Administration Training	8/26/20 - 8/28/20	Tippecanoe & CPS
	RMS Client Set up	8/26/20 and on	Tippecanoe
	Approval of converted RMS Master Indices to include Address, People, Business, Vehicle, Property (as applicable) - Remaining RMS data to be converted after Cut.	10/26/20-10/30/20	Tippecanoe
<b>CUTOVER &amp; CLOSING PHASES</b>	<b>MOBILE</b>		
	Mobile Train the Training (Onsite)	12/03/20 - 12/04/20	Tippecanoe & CPS
	Mobile Staff Training	After 12/04/20	Tippecanoe
	Mobile Cutover Preparation	After 12/04/20	Tippecanoe & CPS
	<b>CAD</b>		
	CAD User User Session 1 (Onsite)	01/06/21 - 01/07/21	Tippecanoe & CPS
	CAD User User Session 2 (Onsite)	01/12/21-01/13/21	Tippecanoe & CPS
	CAD User User Session 3 (Onsite)	01/14/21-01/15/21	Tippecanoe & CPS
	CAD User User Session 4 (Onsite)	01/19/21 - 01/20/21	Tippecanoe & CPS
	CAD User User Session 5 (Onsite)	01/21/21 - 01/22/21	Tippecanoe & CPS
	CAD Cutover Preparation	01/22/21 and on	Tippecanoe & CPS
	<b>ONLINERMS</b>		
	RMS TTT Training (Onsite)	9/02/20-9/04/20	Tippecanoe & CPS
	RMS Staff Training	9/04/20- and on	Tippecanoe
	RMS Cutover Preparation	After 9/04/20	Tippecanoe & CPS
	<b>CUTOVER</b>		
	<b>CAD &amp; MOBILE (Onsite)</b>	<b>01/26/21 - 01/28/21</b>	<b>Tippecanoe &amp; CPS</b>
	<b>RMS CUTOVER (Onsite); this includes Master Indices converted for cutover</b>	<b>11/17/2020 -11/19/20</b>	<b>Tippecanoe &amp; CPS</b>
	RMS Remaining Data Conversion Completion; <i>this timeframe does not include any fixes that will result from conversion.</i>	11/20/20-02/26/20	CPS
	<b>Thanksgiving Holiday</b>		
	Cutover Support Follow Up	11/25/20-11/26/20	<b>BLOCKED DATES</b>
	NBIRS Certification Starts (Tippecanoe to lead and CPS to assist)	12/15/20-12/16/20	Tippecanoe & CPS
	12/15/20-3/15/21	Tippecanoe & CPS	
<b>End of Year Holidays</b>			
NBIRS Certification Achieved (Estimate)	12/24/20, 12/25/20, 1/1/21	<b>BLOCKED DATES</b>	
	3/31/21	Tippecanoe & CPS	
<b>PROJECT CLOSURE ON OR BEFORE 4/1/2021</b>			

Assumptions/Condition to the proposed timeline:

The above current schedule includes tasks underway. After contract signature, dates will be reviewed and locked. CPS cannot guarantee CAD, Mobile and/or RMS cutovers unless the above dates are agreed and met.

3.2 Product(s), Ancillary (ies), Interface(s) and Custom Work

The Customer has procured the following products, ancillaries and interfaces and/or Custom Work. In case of discrepancies between the scope outlined below and the Order Form, the SOW supersedes the Order Form.

Software Maintenance for CAD and Mobile and Online Subscription will commence at contract signature

Product and Version: Ancillary Application(s) and Interface(s)
<p>CPS CAD NG Version 10.19 or later</p> <ul style="list-style-type: none"> <li>• 1 - CAD Server Software License</li> <li>• 1 - CIS Server Software License</li> <li>• 1 - WebCAD (View Only) License (10 concurrent users)</li> <li>• 15 - CAD Client Software License - Full Time distributed as follows:                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 8; West Lafayette PD: 4 and Purdue University: 3</i></li> </ul> </li> <li>• 14 - CAD Client Software License - Part Time distributed as follows:                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 12; West Lafayette PD: 1 and Purdue University: 1</i></li> </ul> </li> <li>• 29 - CAD/Map Engine Software License/3rd Party Software (per license) distributed as follows:                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 20; West Lafayette PD: 5 and Purdue University: 4</i></li> </ul> </li> <li>• 15 - CAD CJIS Query Only License                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 8; West Lafayette PD: 4 and Purdue University: 3</i></li> </ul> </li> <li>• 14 - CAD CJIS Query Only License (Admin/Backup Position)                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 12; West Lafayette PD: 1 and Purdue University: 1</i></li> </ul> </li> </ul>
<p>Included in CAD are the following ancillaries:</p> <ul style="list-style-type: none"> <li>• Disconnected Operations</li> <li>• Validation Service</li> <li>• CPS Maps Version 10 or later, which includes GPS Tracker (Used if Customers want to view GPS/AVL data on the CPS (map)</li> <li>• <b>InterDEx™ (if Embedded CIS is procured).</b></li> </ul> <p>Included in CAD are the following baseline interfaces:</p> <ul style="list-style-type: none"> <li>• 9-1-1 interface*<sup>1</sup></li> <li>• Pagegate interface*<sup>1</sup></li> <li>• Phase II wireless*<sup>1</sup></li> <li>• CJIS Query Only*<sup>1</sup></li> </ul> <p>Included in CAD are the following interfaces based on procurement:</p> <ul style="list-style-type: none"> <li>• CAD One Way Export from CAD to ESO ePRC for Tippecanoe County only</li> <li>• CAD One Way Export to ImageTrend for Purdue University and West Lafayette only</li> <li>• CAD One Way to CryWolf False Alarm Billing for Tippecanoe County only</li> <li>• CAD One Way to Interface to Utility/BodyWornCamera for West Lafayette PFD only</li> </ul>
<p>CPS Mobile Version 10.19 or later License Quantity:</p> <ul style="list-style-type: none"> <li>• 1 - Mobile 10 Server Software License</li> <li>• 1 - InterDex</li> <li>• 152 - Mobile 10 Client Software License distributed as follows:                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 87; West Lafayette PD: 45 and Purdue University: 20</i></li> </ul> </li> <li>• 152 - Mobile Mapping Client Software distributed as follows:                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 87; West Lafayette PD: 45 and Purdue University: 20</i></li> </ul> </li> <li>• 22 - PocketCop Client distributed as follows:                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 9; West Lafayette PD: 6 and Purdue University: 7</i></li> </ul> </li> <li>• 49 - PocketRescue Client distributed as follows:                             <ul style="list-style-type: none"> <li>○ <i>Tippecanoe County: 45; West Lafayette PD: 0 and Purdue University: 4</i></li> </ul> </li> </ul>
<p>Included in Mobile Server are the following ancillaries:</p> <ul style="list-style-type: none"> <li>• Mobility Service 10.19 or greater</li> </ul>

Product and Version: Ancillary Application(s) and Interface(s)	
<ul style="list-style-type: none"> <li>• ICE 10.19 or greater</li> <li>• <b>InterDEx™ (if Embedded CIS is procured)</b> <i>Note: This requires a signed MOU</i></li> <li>• CJIS Query Only*1</li> </ul> <p>Ancillaries included:</p> <ul style="list-style-type: none"> <li>• Mobile Mapping * <i>requires ESRI license</i></li> </ul>	
<p>RMS Version 11.22 or later</p> <ul style="list-style-type: none"> <li>• 167 - Online RMS Plus - Sworn distributed as follows:               <ul style="list-style-type: none"> <li>◦ Tippecanoe County: 72; West Lafayette PD: 50 and Purdue University: 45</li> </ul> </li> <li>• 123 - Online RMS Plus - Non-Sworn*1 distributed as follows:               <ul style="list-style-type: none"> <li>◦ Tippecanoe County: 76; West Lafayette PD: 30 and Purdue University: 17</li> </ul> </li> <li>• 57 - Online RMS - View Only (per user, per year)               <ul style="list-style-type: none"> <li>◦ Tippecanoe County: 57; West Lafayette PD: 0 and Purdue University: 0</li> </ul> </li> </ul> <p>*1 Non-Sworn users must be in the same organization/Customer as Sworn users. The ratio of Sworn to Non-Sworn shall not exceed 2 to 1 (up to 1 non-sworn for every 2 sworns).</p>	
<p>Included modules/ancillaries:</p> <ul style="list-style-type: none"> <li>• AdHoc Reports - Standard</li> <li>• Admin - Customer Management</li> <li>• Admin - State and Municipal Statute Management</li> <li>• Admin - User Management</li> <li>• BroadCast Messages</li> <li>• Crime Visualization Tool</li> <li>• Field Contact Management</li> <li>• Google Map Integration</li> <li>• Image &amp; Attachment Management</li> <li>• Incident Reporting</li> <li>• Incident Based Reporting Submissions (NIBRS or State IBR where supported)</li> <li>• Master Indices: Person, Vehicle, Location, Organization, Property, and Gang Management</li> <li>• Notifications</li> </ul>	<ul style="list-style-type: none"> <li>• Person Caution Management</li> <li>• Smart Search</li> <li>• Subscriptions</li> <li>• Case Management</li> <li>• Evidence Management</li> <li>• Field Arrest Management</li> <li>• Permit Management</li> <li>• Photo LineUps</li> <li>• RMS Citation Tracking</li> </ul> <p>Ancillary included: <b>InterDEx™ (if Embedded CIS is procured)</b></p> <p>Interfaces included: (for all agencies)</p> <ul style="list-style-type: none"> <li>• Indiana Aries - LexisNexis*1</li> <li>• Indiana eCitation (eCWS) *1</li> <li>• Indiana Odyssey JTAC Warrants</li> </ul>
Custom Functionality, Ancillaries and/or Interfaces	
<ul style="list-style-type: none"> <li>• n/a</li> </ul>	
Special Note	
<p>If OnlineRMS comes live before CAD and a CAD-RMS transfer is desired, Tippecanoe County will be required to work with their CAD Vendors to work with CPS in the delivery of Calls for Service and Incident information from such CAD system(s) in a manner that will be compliant to our Interface Control Document (ICD) for Online RMS processing. If this is required, CPS will deliver the ICD. The interface that will be offers allows Calls for Service and Incident information from a CAD system to be loaded into Online RMS for further processing. The CAD system generates an Online RMS compliant XML document and delivers the document to Caliber RMS via a web service. The XML document is processed and the data loaded into the Calls for Service module of the Online RMS database. Additionally, if enabled, an incident report will be created in Online RMS and assigned to the responding officer to complete.</p>	

### 3.2 Services

The Customer has procured the following services associated with the products, ancillaries and interfaces outlined above. In case of discrepancies between the scope outlined below and the Order Form, the SOW supersedes the Order Form.

**Important Note:**

Due to Covid19, On-Site activities will be evaluated based on the current situation around a) Agency's area, b) employee's home area and c) other Agency(s)'s areas the employee's schedule for your project has traveled to prior to Agency's site. CPS will discuss with Agency all viable alternatives to perform all services remote (preferred alternative for CPS).

After all alternatives have been discussed and travel is deemed needed and safe, CPS Project Manager will request in writing from the Agency the following:

- Confirmation that Caliber resources will be allowed at Agency's Site
- Agreement and acknowledgement that at any given time, CPS employee(s) will return home if at any point they feel their safety is no longer assured;
- Acknowledge that all of the necessary health recommendations by the Center for Disease Control and Prevention (CDC) have been taken including but not limiting to hand sanitizer, physical distancing and face masks;
- Report to CPS any Covid-19 cases at the agency. If their site has cases reported; CPS reserves the right to not send staff onsite and we will revisit the status again closer to the scheduled date.

If any travel activities were not performed, CPS will adjust year 2 - milestone payment to reflect the travels not incurred.

Product and Version	Services
CAD	<p>Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. CST to 5 P.M. CST</p> <ul style="list-style-type: none"> <li>• Project Management</li> <li>• Kickoff/Initiation Meeting</li> <li>• <a href="#">Onsite</a> Business Practice Review (BPR)</li> <li>• System Configuration and Hardware Order Confirmation</li> <li>• GIS Activities; we will produce One (1) GIS Map for all agencies – It is assumed all agencies will be using the same CAD Event codes. If this changes, this will have to be handle via change order for additional services.</li> <li>• Software Installation and Configuration for <u>Customer provided hardware</u></li> <li>• Ancillary set up for WebCAD and NCIC</li> <li>• Interface set up for 911, Pagegate, Phase II Wireless, Master Time Clock, One Way Export from CAD - ESO ePCR, ImageTrend, CryWolf and Utility/BodyWornCamera</li> <li>• CAD Conversion includes:             <ul style="list-style-type: none"> <li>○ Priors</li> <li>○ Premise Notifications</li> <li>○ Employee</li> <li>○ POI (Places Of Interest)</li> <li>○ Incident Event Codes</li> </ul> </li> <li>• <a href="#">Onsite</a> Training as follows: <a href="#">Maximum number of students is shown below and it refers to the total number of students all agencies as a whole and not independently will sent to each class.</a> <ul style="list-style-type: none"> <li>○ One (1) Session of CAD Administration Training (4 days, 4 users maximum students)</li> <li>○ Five (5) Sessions CAD User Training (Each Session is 2 days for eight (8) users maximum per class)</li> </ul> </li> <li>• <a href="#">Onsite</a> Cutover and Support up to three business (3) days. For cutover day and cutover support days CPS will provide the following coverage:             <ul style="list-style-type: none"> <li>○ For Tippecanoe County – CPS will have One (1) Application Consultant and One (1) Tech Engineer*. These same resources will also cover the Prosecution Office for Mobile.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ For West Lafayette Police Department - CPS will have One (1) Application Consultant. These same resources will also cover Mobile.</li> <li>○ Purdue University Police Department - CPS will have One (1) Application Consultant. These same resources will also cover Mobile.</li> </ul> <p><i>*This Tech will be a floater for all agencies and will be utilized based on needs. This Tech will be hosted at the main cutover location TBD.</i></p> <p>Note: <u>ONE Host and One Tenant that covers all agencies included in this agreement will be set up.</u></p>
Mobile	<p>Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. CST to 5 P.M. CST <i>These services will be combined with CAD when appropriate.</i></p> <ul style="list-style-type: none"> <li>● Project Management</li> <li>● Kickoff/Initiation Meeting</li> <li>● Business Practice Review (BPR)</li> <li>● System Configuration</li> <li>● Software Installation and Configuration for <u>Customer provided hardware</u></li> <li>● <u>Onsite</u> Training as follows: <u>Maximum number of students is shown below and it refers to the total number of students all agencies as a whole and not independently will sent to each class.</u> <ul style="list-style-type: none"> <li>○ Training - Mobile Admin (1.5 day class) - maximum of 4 people per class</li> <li>○ Training Mobile User- (2- 4 hrs. classes, 16 users max))</li> </ul> </li> <li>● PocketCop /PocketRescue installations which includes 9 sessions of web training (2 hours); maximum of 8 students,</li> <li>● <u>Onsite</u> Cutover Preparation, Cutover and Support up to three business (3) days during business hours; this will include having ONE trainer in each of the sites. This will be combined with the CAD Cutover.</li> </ul>
OnlineRMS	<p>Professional Services include the following – remote unless otherwise noted: When on-site, the services will be provided during business hours 8 A.M. CST to 5 P.M. CST</p> <ul style="list-style-type: none"> <li>● Project Management/Consultation</li> <li>● Kickoff Meeting/Initiation Meeting</li> <li>● Business Practice Review (BPR); Onsite</li> <li>● System Configuration and Customer Set up</li> <li>● NLETS Configuration - existing schema</li> <li>● Online RMS Interface Setup for: Odyssey JTAC Warrants Interface; Aries and eCitation</li> <li>● <u>Onsite</u> Training as follows: <u>Maximum number of students is shown below and it refers to the total number of students all agencies as a whole and not independently will sent to each class.</u> <ul style="list-style-type: none"> <li>○ One (1) Session for Administration Training - 2 days per session for eight (8) Students Max</li> <li>○ One (1) Train the Trainer - 3 days for eight 12 students Maximum, 4 from each agency ONLY</li> </ul> </li> <li>● Online RMS Data Conversion includes: <ul style="list-style-type: none"> <li>○ Platinum Package #1 - Arrest Package, Citations Package, Incidents Package, Warrants Package</li> <li>○ Calls for Service and Traffic Incidents</li> </ul> </li> <li>● NIBRS Certification Assistance Package</li> <li>● <u>Onsite</u> Cutover Preparation, Cutover and Support up to three business (3) days. CPS will provide support as follows: <ul style="list-style-type: none"> <li>○ For Tippecanoe County – CPS will have One (1) Application Consultant. The same resource that will cover the Prosecution Office.</li> <li>○ For West Lafayette Police Department - CPS will have One (1) Application Consultant.</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>o Purdue University Police Department - CPS will have One (1) Application Consultant.</li> </ul>
Travel	Estimated Travel Expenses listed in the Order Form is \$40,525. Any travel expenses to be incurred above the estimations listed in the Order Form will be handled via change order.

### 3.3: Hardware

The Hardware needed for this project will be reviewed during System Configuration Task and/or before (highly preferred).

This excludes

Product and Version	Hardware
CAD	<ul style="list-style-type: none"> <li>• Customer is to order and deliver all CAD Servers, Third Party, Workstations and Components in accordance with the final schedule.</li> <li>• CPS will provide Two (2) Portable Training Kit (8-laptops) during training. Customer will be responsible for providing additional workstations/laptops to cover training.</li> </ul>
Mobile	<ul style="list-style-type: none"> <li>• Customer is to order and deliver all Mobile Servers, Third Party, Workstations and Components in accordance with the final schedule.</li> </ul>
OnlineRMS	<ul style="list-style-type: none"> <li>• Online RMS Data Storage - 100GB</li> </ul>

### 3.4 Project Conditions

Scope, Functionality, and Changes
<p>The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration, and workflows, which are designed to operate as, delivered to Customer. Such products will not be customized, modified, altered, added or changed by CPS at the Customer's request other than as specifically identified and priced in the Order Form or a subsequently issued Change Order. Accordingly, the Customer accepts the CPS products as-is and will not require functionality or feature gaps based on comparison to Customer's existing installed applications or CPS is other product lines; Customer's internal workflows are subject to change to adapt to the CPS Products.</p> <p>In addition, CPS reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover and/or final payment of the overall project.</p> <ul style="list-style-type: none"> <li>• Any modules, features and/or interfaces specifically identified in the SOW as a roadmap or future development <b>and listed in the table above under the column named: "Custom Functionality, Ancillaries and/or interfaces"</b>.</li> <li>• Delays or unavailability of external systems and/or interfaces not made available by the Customer or third party agencies to CPS.</li> </ul>
Customer Delays
<p>All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. CPS shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer <b>'s environment and personnel with such assumptions and prerequisites</b>. Where CPS personnel are requested to rectify non-conformance with such assumptions, prerequisites, the Customer will be charged for such services at time, and materials rates separate from and in addition to the price quoted for the applicable services on the applicable Order Form.</p>
Map

If CPS Map is included in one of the products procured, then the Customer is required to have Esri ArcGIS 10.3 or higher (ArcGIS 10.7 is preferred due to backwards compatibility) in order to create new map and tile packages utilized within CPS Map. Additionally, the associated Esri Network Analyst Extension and ArcGIS Standard level license is required to create new routing packages. For Agencies new to ArcGIS, CPS recommends ArcGIS Administrator training which may be provided by our in house ArcGIS Training staff. If the Customer requires this training, CPS will provide a Change Order

### Data Ownership

The Customer shall own all data, including but not limited to geo-data. As the owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. CPS shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. CPS shall provide the Customer with pre-defined code tables, which will be delivered as-is. Any changes to the code tables or data conversion services are the **Customer's** responsibility.

### Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may affect the project cost and/or schedule. All alterations to an executed Order Form and Statement of Work require a written Change Order signed by an authorized representative of the Customer and an authorized representative of CPS. **The Change Order serves as an amendment to the "parent" document and enumerates the modifications.**

### Work Hours

- All work will be performed at the Customer site or CPS offices and will be performed during normal business hours (8 A.M. CST to 5 P.M. CST) unless mutually agreed upon. For work to be performed outside of normal business hours, CPS reserves the right to charge additional fees.

### Cancellation Policy

- In situations where the parties have agreed on a specific date for CPS to perform training or other services at the **Customer's** site, the Customer shall be responsible for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel **and/or contractors to facilitate CPS's performance** the scheduled services.
- In the event the Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to CPS: (i) the fee for one (1) day of the scheduled services for each of the CPS personnel and authorized subcontractors which were **to perform the scheduled services ("One-Day Service Fee")**, (ii) the **per diem services** fee for travel time associated with the actual travel undertaken by CPS personnel and authorized subcontractors en-route to the applicable Customer site ("**Billable Travel Time**"), and (iii) **reimbursement for any non-refundable travel and lodging expenses incurred by CPS and authorized subcontractors in connection with such scheduled site visit ("Non-refundable T&E")**.
- Unless otherwise specified in the applicable Order Form or SOW: In the event that the Customer provides written notice of its cancellation of a scheduled site visit at three (3) business days prior to the appointed date and time of the scheduled visit, the Customer shall not be required to pay the One-Day Service Fee referenced above in connection with such site visit, but will be required to pay any applicable Billable Travel Time and Non-refundable T&Ms.
- For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate CPS for expenses associated with a lost day of work and related expenses.

### State UCR/IBRS Reporting Submission

- The Online RMS Incident Reporting process was designed to capture and validate data in compliance with the Federal NIBRS (National Incident Based Reporting System) standard. This design provides Customer data administrators the capability to produce a standard FBI NIBRS positional flat file directly from the Online RMS

without modification to the system. Your Customer may fall into one of three categories depending on your State NIBRS program. UCR/Summary Reporting Data Submissions: Agencies can print the Federal FBI UCR summary level hard copy reports using the Online RMS and submit the required information to the State via manual entry into the State portal (if available) or transfer to hard-copy state forms.

2. NIBRS+ State Specific Submissions: Some States have chosen to extend upon the FBI NIBRS standards by requiring agencies to capture and submit data above the Federal NIBRS standards. Caliber has achieved NIBRS+ certification in the following states: Indiana, Kansas, Michigan, Missouri, South Carolina, Texas, and Virginia. Agencies residing in these States can begin the State specific NIBRS certification process with their State NIBRS Authority when the Customer desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves. NIBRS certification assistance is available as an add-on service for agencies desiring assistance with the certification process. Agencies residing in States where the State-specific submission format is not currently supported by Caliber are responsible for manual entry of the data as required in the State NIBRS portal until such times as the State specific submission method is commercially supported by Caliber. A date of at least 180 days post cut-live is estimated for delivery of a new contracted State-specific NIBRS output method.
3. *Standard NIBRS FBI & State Submissions:* Agencies residing in States that follow the Federal NIBRS standard for data capture or have permission to submit directly to the FBI NIBRS program can begin the NIBRS certification process with their State NIBRS Authority at such time as the Customer desires. Agencies are responsible for contacting the State NIBRS authority and managing the certification process themselves. NIBRS certification assistance is available as an add-on service for agencies desiring assistance with the certification process.

Clients are responsible for confirming the status of their State UCR/NIBRS program, submission outputs available and requesting exceptions as appropriate. In addition, clients are responsible for confirming the accuracy of their State offense code mappings to the Federal NIBRS offense codes. These mappings drive the incident wizard validation process and need to be accurate to ensure correct reporting. Cut-live and the final payment milestone is not dependent upon the Customer NIBRS certification process being completed.

#### Cutover Delays/ Project Acceptance

The Customer may elect not to Cutover any single application, ancillary module, interface or major feature, however, this shall not prevent CPS from proceeding with Cutover or any subsequent task. CPS will support the Cutover of any pending application, ancillary module, interface or major feature at the time the Customer is ready via remote access up to three (3) months post cutover date. Remote access will be limited to half-day (1/2) day per application, ancillary module, interface and/or major feature.

If the pending application, ancillary module or major feature is not cutover at the completion of the three (3) months post cutover date; CPS will execute the Certificate of Delivery and will close the project deeming all deliverables accepted.

Customer will work with their Customer Success Manager to complete necessary CPS services intended for completing the pending application, ancillary module, interface, or major feature not Cut over after three (3) month of from the original cut live date.

## SECTION 4. TASKS, RESPONSIBILITIES AND DELIVERABLES

Note: Some tasks might vary as tasks were completed prior to contract signature.

### PLANNING AND DISCOVERY PHASE

Task 0: Project Management	CPS	Customer
Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of the Customer <b>'s project in accordance with this SOW.</b>	X	X
Enforce and administer the Agreement and SOW inclusive of any project change orders and invoices.	X	
Schedule all CPS staff and subcontractor support to ensure project progress and completion in accordance with the project schedule.	X	
Manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.		X
Coordinate and facilitate all Customer staff and third party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule.		X
Review, modify and/or agree to the proposed Project Schedule included in the SOW under Section 3.1. All Dates and Resources are subject to <b>change based on Customer's and CPS availability.</b>	X	X
Review Payment Terms set forth on Attachment C herein.	X	X
Deliverables: 1. Project Schedule		

Task 1: Project Initiation/Kickoff Meeting	CPS	Customer
Customer and CPS will conduct kickoff meeting according to agreed agenda. Kickoff is not to be delayed more than 30 days from contract signing unless mutually agreed.	X	X
Conduct a formal review of the signed SOW, Order Form, and MP&L. Any deviations from the signed SOW will be handled via Change Order.	X	X
Review Welcome Package which outline the immediately data/actions needed to be done by the Customer and provide Site Survey questionnaire to be filled out by the Customer. This includes review of the map data requirements. See Attachment A herein.		X
Establish a Customer Core Team that will be able to participate during the project in accordance to the schedule and be able to make decisions on behalf of Customer on how the system is to be set up, used, trained and deployed. This team should also have the capability to bring other staff as needed for a particular skill need. I.e.: IT, GIS Expert, etc...		
Establish a clear chain of communication, escalation, and authority.	X	X
Review the process, agenda, resource, and scheduling requirements for the next upcoming activities for the project inclusive of the dates for the delivery of the data/actions set forth in the Welcome Package	X	X

Deliverables: 1. Kickoff Agenda and Presentation 2. Establishment of Core Team

Task 2: Business Practice Review (BPR)	CPS	Customer
<p>CPS will execute a Business Practice Review by performing the following tasks:</p> <p>For CAD, CPS will:</p> <ul style="list-style-type: none"> <li>Conduct an initial demo of the CAD NG System with generic data with <b>Customer’s core team and complete a walkthrough of the dispatch center</b> to gather additional understandings of the current processes.</li> <li><b>Map Data Review Meeting with Customer’s Core Team. The purpose of the assessment is to enable CPS to gain an understanding of the current workflows and confirm the data gathered during the prior task. This assessment will include:</b> <ul style="list-style-type: none"> <li><i>Review of the data requested in the welcome package</i></li> <li><i>Review of Data to be converted and what is needed in preparation to the Data Services Activities</i></li> <li><i>Review of GIS Map Data Display Document and what is needed in preparation to the GIS Activities (This applies to CAD and Mobile)</i></li> <li><i>Validation of findings from previous trips</i></li> </ul> </li> <li>Review of the Interfaces included in the scope and requirements needed to implement such interface(s)</li> </ul> <p>For RMS, CPS will</p> <ul style="list-style-type: none"> <li><b>Conduct an initial demo of the RMS System with Customer’s core team and complete a walkthrough of the Records Department (if feasible) to gather additional understandings of the current processes</b></li> <li>Discuss needs that led to the purchase of a new system.</li> <li>Discuss areas that the customer wishes to improve with the new system.</li> <li>Discuss the usability of all RMS modules and ancillaries</li> <li>Walk through with the Core Team all the Customer Set up needed <b>and leave behind for Customer’s completion</b></li> <li>Review of the Interfaces included in the scope and requirements needed to implement such interface(s)</li> </ul> <p>For Mobile, CPS will</p> <ul style="list-style-type: none"> <li><b>Conduct an initial demo of the Mobile System with Customer’s core team and gather additional understandings of the current processes.</b></li> <li>Walk through with the Core Team all the Customer Set up needed and leave behind for <b>Customer’s completion</b></li> <li>Review of the Interfaces included in the scope and requirements needed to implement such interface(s)</li> </ul> <p>In addition, the BPR will cover the following general reviews:</p> <ul style="list-style-type: none"> <li>Overall System Set up and/or Hardware Review (Data/Hardware Determinations) – This excludes RMS as this is hosted in NLETS</li> <li>Training, Testing and Cutover Planning Review</li> </ul>	<p>X</p>	<p>X</p>

Customer's Core Team and/or appropriate staff is to participate during the BPR.		X
CPS will document an implementation plan based on the gatherings of the Customer's BPR.in how to best implement the systems. This will be an ongoing plan that will be evaluated as each task(s) (which might not happen sequentially) are being worked.	X	
Customer's Core Team and/or appropriate staff will review the implementation plan based on the gatherings of the Customer's BPR.		X
<u>Deliverables:</u> 1. Implementation Plan		

Task 3: System Diagram Creation and Hardware Order	CPS	Customer
Technical Deployment Engineer will review the setup of all hardware, software and CPS applications and document in a diagram. This diagram will be referred to as the System Diagram. This document will be updated at the completion of this task and at the end of the project. In addition, Technical Deployment Engineer will review the hardware and its accompanying software to be ordered based on the applicable Order Form and in relationship to the System Diagram.	X	
Customer will order the hardware and ship to the Customer.	X	X
Customer with IT and network understanding will provide information about current business processes and requirements and review the System Diagram is required. The Customer has five (5) business days to review the document and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time period such document is deemed accepted.		X
Technical Deployment Engineer will review Section 6. Infrastructure Requirements and assure conformance with the stipulations in this section. Any discrepancies will be documented and the CPS Project Manager will discuss the <b>Customer's Project Manager</b> .		X
For CPS OnlineRMS, which is a hosted solution, this is limited to user workstations. <ul style="list-style-type: none"> <li>The workstation requirement is a PC, laptop, or tablet with a broadband Internet connection.</li> <li>MS Windows computer running Internet Explorer 8 or later for RMS workstations</li> <li>Major browsers including IE, Chrome, Firefox, and Safari</li> <li><b>All RMS software will be installed at the CPS's hosting center.</b> There is no requirement for RMS software installation on the client workstations. The RMS is deployed as a web application that operates in a standard web browser.</li> </ul>		X
<u>Deliverables:</u> 1. System Diagram for each major system (as applicable) 2. Hardware Order for CAD and Mobile		

Task 4: Geofile Data Review	CPS	Customer
-----------------------------	-----	----------

Provide one (1) high-level review that includes spot checking and comparing GIS road centerlines, structure points, Telco MSAG and/or Subscriber file	X	
Provide the Customer with the Data Review Report detailing potential deficiencies within the data	X	
Schedule conference call with the Customer to discuss the Data Review <b>Report's findings (if applicable).</b>	X	
Provide GIS data in Esri shapefile or geodatabase format. Shape files to provide include data such as road centerlines, structure points, ESN polygons, etc. GIS data to be provided to CPS within 10 days of the Kick Off Meeting.		X
Provide Telco MSAG and/or subscriber file within 10 days of the Kick Off Meeting.		X
Provide Responder information (geographical area and ESN assignment) within 10 days of the Kick Off meeting.		X
Review Data Review Report as provided by CPS		X
Attend conference call with CPS Data Services for report explanation (if applicable).		X
Correct or procure CPS services to correct any data deficiencies/problems <b>within the data. The Customer may choose to load the data "as is". Any deficiencies will be Customer's responsibility to correct and resubmit for data conversion/load.</b>		X
<u>Deliverables:</u> 1. GIS Data within 10 days of the Kick Off meeting. 2. Corrected GIS Data		

Task 5: Data Conversion Review	CPS	Customer
Review and agree to a data conversion scope will be documented on a Data Conversion Scope Document and that was initialized during the Customer Assessment Task. Customer participation needs to include personnel with product understanding and capable of making decisions for the Customer and/or provide information about current business processes and requirements. See Attachment B herein for purchased package.	X	X
Provide data in a format suitable for conversion. As the owner of the data, extract the data from the existing system or provide the data files to CPS.		X
The Customer shall own all data. As owner of such data, it is the <b>Customer's</b> responsibility to ensure integrity, accuracy, and completeness of such data. CPS shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.		X
<u>Deliverables:</u> 1. Data Conversion Scope Document. Conversion for Mobile is not applicable		

## IMPLEMENTATION PHASE

Task 6: Hardware and Software Installation	CPS	Customer
--	-----	----------

Once the hardware order has arrived at Customer. Customer are to notify CPS of such arrival		X
Customer to install the procured hardware (including 3rd party and workstations) at the Customer location in accordance to the schedule		X
Customer is to provide remote access to CPS		X
Provide a stable environment to meet the deployment dates of installation, training, and cutover.		X
Procure third party hardware /software and applicable training in accordance with the agreed upon schedule if applicable.		X
Installation and maintenance of all third party software on Customer provided equipment.		X
Procure and install of required Customer workstations for the use of CPS <b>'s applications; this includes mobile laptops, tablets, handhelds, etc.</b>		X
<p><b>Once the hardware is staged at the Customer's site, CPS will configure</b> the procured products and interfaces in accordance with the agreed Implementation Plan.</p> <p><i>CPS reserves the right to deploy; rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover or final payment of the overall project.</i></p> <p>1) Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development.</p> <p>2) Delays or unavailability of external systems and/or interfaces not made available to CPS.</p> <p><i>If any Custom Functionality and/or Ancillaries are listed in Section 3, such as Custom Functionality and/or Ancillaries will be installed and configured under this task unless otherwise mutually agreed and/or stated in this SOW.</i></p>	X	X
Perform internal testing of completed systems.	X	
CPS will provide installation training and/or assistance to up to three (3) workstations/mobiles per product.	X	
<b>Install CPS software in all remaining Customer's after</b> training has been received from CPS.		X
<u>Deliverables:</u> Certificate of Delivery of Software Installation has been provided to the Customer		

Task 7: GIS Conversion Execution	CPS	Customer
Following receipt of the needed corrective item(s) per the checklist created in Customer Assessment Review meeting, CPS will provide a <b>conversion of the Customer 's GIS data to meet the format requirements</b> of the Map Display and/or CAD Software - this will be limited to two (2) reviews	X	
Assist Customer with Responder area setup onsite; the goals will be to: <ul style="list-style-type: none"> <li>• <b>Demonstrate CADMSAG/Areas/Responders</b></li> <li>• <b>Review/discuss Areas/Responders accuracy</b></li> <li>• <b>Review/discuss Unit/Orgs accuracy</b></li> <li>• <b>Customer signs off on Areas/Responders</b></li> </ul>	X	X
Create Map Display Project utilizing converted GIS data.	X	

Create CAD MSAG (if applicable) utilizing sources as provided by the Customer.	X	
Load Map Display Project.	X	
Take ownership and responsibility for any corrections needed to GIS data. Any delays to the Project, however caused, will necessarily push the timeline for completion of this particular task out, and therefore will require a change order for a project extension.		X
Act as the single point of contact between any agencies and/or third party vendors not contracted to CPS but required to support the Geofile.		X
<u>Deliverables:</u> 1. Loaded Map		

Task 8: Application(s) Data Conversion(s) Execution	CPS	Customer
Following agreement of conversion scope, perform an initial data conversion process.	X	
Review resulting files with the Customer , document any problems, and collaborate with the Customer on a plan for corrective action	X	
Correct any problems identified during the initial data conversion task in accordance with the data conversion plan.		X
Confirm that all of the requested data has been delivered, Including · Provide data in non-proprietary format for CPS data import process. · Provide data dictionaries, file layouts, sample reports for legacy data, printouts, file transfer protocols, and data specifications on the data to be converted. · Provide definition of fields, their formats and values, and assist CPS in mapping the existing values to those required for CPS databases		X
Review resulting reports/converted data with CPS, document any problems, and collaborate with CPS on a plan for corrective action within five (5) business days of receiving the results.		X
Correct any problems identified during the initial data conversion task in accordance with the agreed schedule.		X
Provide CPS with the complete set of final data files to be converted in accordance with the data conversion plan.		X
The Customer will be provided conversion reports or credentials to review the converted data on a test environment (as applicable) prior to Final Data Load to production environment.		X
The Customer has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time periods, the data conversion is deemed accepted.		X
<u>Deliverables:</u> 1. Initial Conversion for RMS this will be limited to Master Indices for cutover 2. Final Data Conversion for RMS will be provided post Cutover		

Task 9: Interface Set Up	CPS	Customer
Deploy the available interfaces in accordance with Section 3 and in accordance with the agreed upon implementation plan. This also applies to any Custom Functionality and/or Ancillaries and/or Interfaces listed in Section 3 unless otherwise mutually agreed and/or stated in this SOW.	X	
Take ownership and responsibility for all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by CPS. Any delays to the Project, however caused, will necessarily push the timeline for completion of this particular task out, and therefore, will require a Change Order for a project extension.		X
Act as the single point of contact between agencies and/or third party vendors not contracted to CPS but required to support all interfaces.		X
Provide CPS with the physical connections for each interface, to allow CPS to test the functionality of each interface at the time of software installation. If the interfaces are currently in operation, it is the <b>Customer's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.</b>		X
<u>Deliverables:</u> 1. Installed Interfaces		

Task 10: Demonstration of CAD with Customer Data	CPS	Customer
CPS will provide a CAD Demonstration of Customer Response data within the CAD System to provide the Customer with the understanding on the functional data and its use. ** Mobile and OnlineRMS are not included in this demonstration	X	X
Customer 's Core Team and Dispatch Staff, especially Dispatch Supervisor(s) are to participate in demonstration and provide feedback against the agreed implementation plan		X
<u>Deliverables:</u> 1. CAD Demonstration with Customer Data		

## CUTOVER AND CLOSING PHASE

Task 11: Training	CPS	Customer
All courses are limited to eight (8) students and one (1) session unless <b>otherwise noted below. Training will be conducted at the Customer's</b> location unless otherwise noted below and will be performed in accordance with Section 3. CPS will invoice the site in increments of a daily rate of \$1,500 for any additional fees for any sessions where more than the allotted students will participate in the training unless otherwise agreed by CPS management.	X	X
Develop and deliver a training agenda and training materials prior to the training sessions.	X	
Participate in the training session by providing the adequate personnel participation		X

Provide the appropriate training area and workstations for the CPS trainers, inclusive of internet access, server and workstation access, <b>teacher’s workstations, overhead projector, whiteboard, and markers.</b>		X
Train any remaining staff (not trained by CPS) that will be utilizing the applications for cutover		X
<u>Deliverables:</u> 1. Training Materials 2. Training Session(s)		

Task 12: Cutover	CPS	Customer
Once all other phases and tasks are completed, CPS will develop a Cutover Readiness Plan with the Customer that will illustrate the requirements, and activities required to bring into production using the Scope of Work defined in Section 3. The execution of Cutover will be at the mutually agreed upon date with the Customer but following the completion of User Training.  Prior to, the Customer must be current with all payments as set forth on the terms and conditions of the agreement.		
Develop with the Customer a Cutover Readiness Plan	X	
Execute a go/no-go meeting with the Customer in conformance with the project schedule against the Cutover Readiness Plan.	X	X
Bring products to operational use and monitor the products, ancillaries, and interfaces up to three (3) days onsite (cutover hours will be during <b>Customer’s</b> business hours unless otherwise agreed in the Implementation Plan) this includes the preparation day. Any Cutover delays resulting from or related to Customer cause shall be supported via remote access rather than onsite.	X	X
At Cutover, begin using the products and notify CPS of any issues in accordance with the Cutover Readiness Plan.		X
<u>Deliverables:</u> 1. Cutover Readiness Plan 2. Application(s) placed in production use		

Task 13: Closing Tasks	CPS	Customer
<u>Post-Cutover Training:</u> CPS will deliver any post-Cutover training either a) procured and postponed prior to Cutover per the agreed training plan or b) procured based on a signed Change Order.	X	X
<u>Turnover Meeting:</u> Arrange and perform a turnover meeting to review the Project and any open issues as outlined on a turnover document with the Customer, and CPS Success Manager	X	X
<u>Post-Project Visit:</u> CPS will arrange an onsite meeting four to ten weeks to visit the Customer, consult on how the Customer is doing, and make any suggestions for optimizations on the configuration of the systems. This will be led by the CPS Success Manager for the Customer.	X	X
<u>Execution of a Certificate of Completion:</u> CPS will deliver a certificate of delivery that will list all components in Section 3 have been installed, trained and cutover unless otherwise noted via change orders. This will serve as the <b>Customer’s</b> sign off and acceptance of the project.	X	X

**SECTION 5: INFRASTRUCTURE REQUIREMENTS**

<p><u>Electrical and Network Infrastructures:</u> The <b>Customer's</b> electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the Caliber solution being implemented. Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, CPS is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions</p>
<p><u>LAN and WAN Compliance:</u> Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Customer.</p>
<p><u>Software Installation:</u> With respect to CPS Software installed at the Customer 's site, so long as the Customer remains current on annual support and maintenance fees, CPS will provide, once made generally available, all updates, upgrades, patches and workarounds to the Software covered under this Agreement. The Customer agrees to assist in the installation of such items. Any installation services requested by the Customer will <b>be offered at CPS's then-current rates.</b> For all hosting solutions, the software will be installed <b>at CPS's hosting center based on the Order Form.</b></p>
<p><u>Software Compatibility:</u> The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by CPS.</p>
<p><u>Remote Access:</u> The Customer shall provide CPS with secure high-speed remote access with a static IP address to all servers and work stations running CPS software. The Customer will grant access rights to all CPS personnel so designated in writing by CPS as authorized by CPS to need access rights. The high-speed access must be in place prior to the beginning of the installation process. The <b>Customer's</b> failure to provide secure high-speed remote access will be considered a material breach of the Agreement.</p>
<p><u>Viruses and External Threats:</u> The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs.</p>
<p><u>Software Updates:</u> It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by CPS.</p>
<p><u>Bandwidth:</u> The minimum available bandwidth to each workstation should be no less than 100mbs and should be greater between multiple locations.</p>
<p><u>Antivirus:</u> The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs. CPS directories must be excluded from AV scans.</p>
<p><u>Virtual Environments:</u> <b>When using Virtual Machines ("VMs" running VMware or other Virtual Environments:</b></p> <ol style="list-style-type: none"> <li>1) CPS is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.</li> <li>2) CPS must approve the Customer –provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems, and any other aspect of the Virtual Environment.</li> <li>3) The Customer is responsible for the hardware and hardware support for the physical server that runs the Virtual Machine – the VM Ware Host.</li> <li>4) The Customer is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue, which is VMware, related.</li> <li>5) The Customer will provide and procure support and maintenance of the operating system and database software running to the Virtual Machines.</li> <li>6) Virtual Environments shall be limited to only CPS products and those 9-1-1 related products (CAD, RMS, Jail, Fire, and Mobile). The Customer 's production servers may not operate on the same Host environment as CPS's products.</li> </ol>

**Physical Security:** The Customer will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

**Network Security:** The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering the **Customer’s** IT systems through the Internet or the **Customer’s** internal networks.

**External Network Connectivity:** The Customer shall be responsible for establishment of any required external access to the CPS CAD network. Depending on the **Customer’s** desired implementation, external access might be necessary for certain products offered by CPS such as WebCAD. Minimum requirements for this external access include but are not limited to, a static IP address assigned by Customer ISP, firewall configuration allowing any incoming request to be properly translated, port forwarded, or routed, and appropriate security as part of that configuration at the firewall so that no part of the closed CAD network will be subject to security threat. CPS will work with the Customer by providing network infrastructure and IP configuration information that will be required by the Customer when establishing external access by network address translation, port forwarding, or routing.

**Removal of Old Hardware:** The Customer is responsible for the removal of old hardware.

**Data Backup and Storage - RMS:** All RMS data backups for the production CPS RMS environment will be the responsibility of CPS. CPS will complete the following:

- 1) Backup the data nightly to both disk and tape.
- 2) Perform weekly full backups to disk and tape.
- 3) All backups will be stored off-site for additional protection.
- 4) CPS will handle all data recoveries from backup as required.

**CPS Users and Permissions Requirements :**

Windows Users

- 1) **A "service account" is needed with Administrator permissions on each server.**
- 2) A user account (typically named CPS) is needed for maintenance and installation.
- 3) This account also needs admin permissions on each server and workstation.

SQL User

- 4) A SQL user account needs admin permission on each server and workstation.
- 5) This account needs DBO rights to each database in the CPS system.
- 6) The databases used vary depending on the products installed.

**Antivirus Exclusions:**

- 1) CPS must have AV exclusions set for any directory containing CPS software. This can include the following:  
 C:\InterAct  
 C:\ProgramFiles\InterAct  
 C:\ProgramFiles (x86)\InterAct

their directories may need to be excluded, depending on products installed. Detailed lists of excluded directories are available from CPS personnel and may depend on your environment and products installed.

## Attachment A. CPS MAP DISPLAY DATA REQUIREMENTS

The embedded CAD Map or Mobile Map will hereafter be referred to as the Map. All data utilized for the Map must be in Esri format. All map data layers should include a .prj file (or metadata) containing coordinate system/projection information.

**The Map's primary function is to locate the position** of a caller when they dial 911. When location information is received, the Map will zoom to the specific location. Other functionality may include Automatic Vehicle Location (AVL), Navigation, Routing and Driving Directions. The Map also supports aerial photography and satellite imagery.

Final map data to be utilized for the Map will need to be provided to Caliber 60 days in advance of install date.

For the Map to perform, three data sources are required in Esri format:

### 1. Road Centerlines

Road centerlines must be a polyline (cannot be a polylineZ or polylineM). For full functionality, the road centerlines must contain the following fields and attribute values:

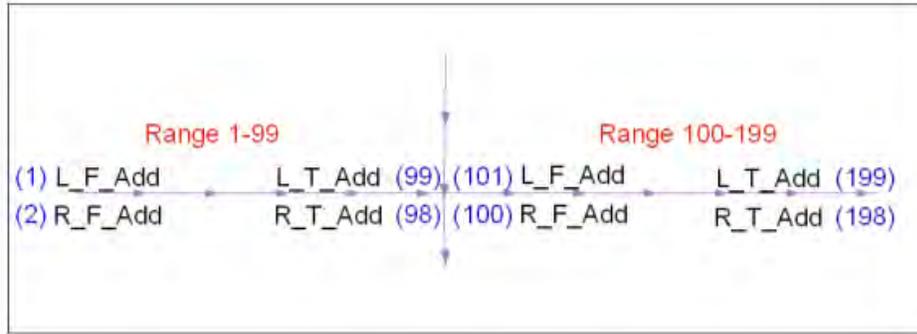
Street - Complete road name, for auto-labeling and some queries. STREET should match exactly the tidy sum of the four road name component fields (Prefix, Name, Type & Suffix) in the Telephone Company 911 Subscriber and MSAG files. The name "E SMITH ST" is a typical value for the STREET field.

- PreDir - Prefix Direction, such as "E."
- Name - Root word(s) of the road name, such as "SMITH."
- Type - Road type, such as "ST" (street).
- Suffix - Suffix direction, e.g., "W," or city quadrant, e.g. "NW."
- L\_F\_Add - (Numeric Field) Left From Address. This would be the first possible address on the left side of the road. (See map 1)
- R\_F\_Add - (Numeric Field) Right From Address. This would be the first possible address of the right side of the road. (See map 1)
- L\_T\_Add - (Numeric Field) Left To Address. This would be the last possible address of the left side of the road. (See map 1)
- R\_T\_Add - (Numeric Field) Right To Address. This would be the last possible address on the right side of the road. (See map 1)
- Community\_Left - Telephone Company MSAG Community for the left side, facing the direction of the line section. This direction depends on the address range.
- Community\_Right - Telephone Company MSAG Community for the right side.

The field names for the above do not have to match exactly; however, the content of the fields should be consistent with those above. These fields are necessary for the Map to accurately perform to its highest level. You may also choose to have other fields in addition to the required fields. Road type (hwy, county or city), surface type (paved, gravel or dirt), or lane type (2 lane or 4 lane) are some examples of additional fields you could utilize. Having additional fields may provide more flexibility to symbolize roads based on certain criteria. It is also recommended to include fields with ESN and emergency responder information (See ESN/Emergency responder section below for more information).

Also note some additional information regarding your road centerlines:

- Road ranges - Intersection to intersection (segment) address ranges for all roads (Telephone Company MSAG shows ranges for the complete road not intersection to intersection). Without this information, the Map will not have full functionality. See Map 1.
- Community - Community for that specific road section (Telephone Company MSAG should contain this information).



MAP 1

### Optional Cost Routing

The Map will perform cost routing by line length (shortest path) and using one or more pairs of weight fields. To enable cost routing four fields must be present: Ft\_cost, Tf\_cost, F\_Zlev and T\_Zlev. Ft\_cost = the "weight" assigned to the segment ('from node' to 'to node'). Tf\_cost = the "weight" assigned to the segment ('to node' to 'from node').

- F\_Zlev = Elevation ("from node")
- T\_Zlev = Elevation ("to node")
- Typical values for "weights" are travel time in minutes. This is often computed as (length) / (speed limit) = travel time.
- To make street segments one way, set weight to -1 (negative one).

For example, a one-way street segment is 100 feet with speed limit of 35mph.

$$100 / 5280 \text{ (ft per mile)} = .018939 \text{ Length in Miles}$$

$$35\text{mph}/60 = .583333 \text{ miles/minute}$$

$$\text{Ft\_cost} = .018939 / .583333 = .0325 \text{ (minutes)}$$

$$\text{Tf\_cost} = -1 \text{ (cannot travel/one way)}$$

$$\text{F\_Zlev} = \text{Elevation}$$

T\_Zlev = Elevation

## 2. Structure Points

Structure points must be a point (cannot be a Multipoint). They are Latitude/Longitude positions for all inhabitable structures.

If structure points are not available, the Map will temporarily geocode (mathematically interpolate) an address to the road centerline address ranges.

Fields containing the following information are required within the structure points:

- Number - (Numeric Field) Structure address number.
- Street - **Telephone Company MSAG valid Street name "Main St"**.
- Community - Telephone Company MSAG Community. Should match Telephone Company MSAG.
- -Addr - Complete address to include number, street and community.
- Example: 100 Main St, Oakdale

As with road centerlines, the field names do not have to match exactly, but the field contents need to have the information listed above.

Street name (full street name), point type (residential, commercial, etc.), structure type (brick, frame, etc.) and house color are some examples of additional fields that could prove useful in customizing the map.

## 3. ESN/Emergency Responders Areas

ESN/Emergency Responder Area information may be in form of polygons or added as fields in the road centerlines. This information must be present to enable enhanced Responder functionality within InterAct CAD (if purchased). Emergency Responder Areas must be broken down to the level intended for dispatching which may include zones, beats, and any secondary, tertiary, etc.

Fields containing the following information are required for emergency responder areas to perform properly:

- Primary Law Responder
- Primary Fire Responder
- Primary EMS Responder
- Primary Rescue Responder (if applicable)
- Secondary Law Responder
- Secondary Fire Responder
- Secondary EMS Responder
- ESN Number (if applicable)

## Optional Layers

Other than the Centerline and Structure layers, layers or backdrops may be added. County or Parish boundaries, city boundaries, rivers and streams, lakes, railroads, ESN boundaries and fire hydrants are some examples of optional layers that could serve useful in the map.

### Aerial Photography

Aerial photo images may be utilized in the Map as a background layer to the digital map layers. Aerial photo files must consist of 1-4 mosaic images. Images may be in any file format acceptable by ESRI ArcMap.

### Data Manipulation

The Map is a View only map solution. Data manipulation cannot be performed in this software. GIS software **such as Esri's ArcMap will be necessary in order to export data to Esri format. This serves to keep mapping changes under administrator control.**

## Attachment B. CPS Records to Online RMS Data Conversion Package and Scope

Data Conversion Packages Bundles Selected by Tippecanoe:

Package Name	Package Includes	Load format for this conversion will be via	Specification of the package include
Platinum Package #1	<ul style="list-style-type: none"> <li>Citation Package</li> <li>Incident Package</li> <li>Warrant Package</li> <li>Arrest Package</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	Includes load specifications as listed for Citation, Incident, Warrant, and Arrest packages.
Calls for Service	<ul style="list-style-type: none"> <li>n/a</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	
Traffic Incidents	<ul style="list-style-type: none"> <li>n/a</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	

Each Package is described below:

Package Name	Package Includes	Load Format	Specifications of this package include
Citation Package	<ul style="list-style-type: none"> <li>Citation Data</li> <li>Master People</li> <li>Master Vehicles</li> <li>Master Locations</li> <li>Master Business</li> <li>Person Photo (mugshot or other image) or SMT (Scars, Marks, and Tattoos) photo</li> <li>Person Attachments</li> <li>Citations Attachments</li> </ul>	<ul style="list-style-type: none"> <li>XML Import</li> </ul>	<p>Incident Citations Only: This migration option covers the loading of citation records only. Migrated citations will include citation address, citation charge, cited person, cited vehicle (including owner if known), and cited business. For look-ups of other citation data, the Customer will need to refer to the prior system of record for complete details. The Customer is responsible for providing an export file containing the citation data elements, and a mapping for values that are not consistent with values used in the CPS RMS.</p> <p>Includes the loading of Citation file attachments and Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP</p>

Package Name	Package Includes	Load Format	Specifications of this package include
			process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.
Incident	<ul style="list-style-type: none"> <li>• Incident Report Data</li> <li>• Master People</li> <li>• Master Vehicles</li> <li>• Master Property and Evidence</li> <li>• Master Locations</li> <li>• Master Business</li> <li>• Person Photo (mugshot or other image) or SMT (Scars, Marks, and Tattoos) photo</li> <li>• Person Attachments</li> <li>• Incident Attachments</li> </ul>	<ul style="list-style-type: none"> <li>• XML Import</li> </ul>	<p>Incidents Reports Only: This migration option covers the loading of incident report records only. Migrated incident report records will include incident offenses, incident people (offenders, victims, other incident people), incident vehicles (including owner if known), incident properties (and evidence if available), incident businesses, and narratives. The migration does not include the loading of UCR/NIBRS data elements. Migrated incidents will not be available for UCR/IBRS reporting. For look-ups of other event data, the Customer will need to refer to the prior system of record for complete details. No associated event data (citation, warrant, field interview, etc.) will be loaded. The Customer is responsible for providing an export file containing the incident report data elements, a data dictionary for the data elements, and a mapping for values that are not consistent with values used in the CPS Online RMS.</p> <p>Includes the loading of Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The Customer is responsible for providing export file containing the attachment files and/or images. Additional GB will be an extra cost. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.</p>
Warrant Package	<ul style="list-style-type: none"> <li>• Warrant Information</li> <li>• Master People</li> </ul>	<ul style="list-style-type: none"> <li>• XML Import</li> </ul>	Warrant data only: This migration option covers the loading of Person Warrant Information (active warrants only). Migrated

Package Name	Package Includes	Load Format	Specifications of this package include
	<ul style="list-style-type: none"> <li>• Master Locations (Person address)</li> <li>• Person Photo (mugshot or other image) or SMT (Scars, Marks, or Tattoos) photo</li> <li>• Person attachments</li> </ul>		<p>Warrants will include Warrant Person, Customer , State, Status, Bond Type and amount, Issuing Customer , Plaintiff, Judge, Status Dates, Warrant Log with date/time and free text comment with optional status, Warrant Free Text Charges, Warrant Reference Numbers (Warrant Number, Incident, Docket, Court Case). The Customer is responsible for providing an export file containing the warrant data elements, a data dictionary for the data elements, and a mapping for values that are not consistent with values used in the CPS RMS.</p> <p>Includes the loading of Master Person images and/or Master Person file attachments if available. The following file types are supported pdf, Jpg, jprg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the large size of these types of files. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.</p>
Arrest Package	<ul style="list-style-type: none"> <li>• Arrest Information</li> <li>• Master People</li> <li>• Master Vehicles</li> <li>• Master Locations</li> <li>• Person Photo (mugshot or other image) or SMT photo</li> <li>• Person attachments</li> <li>• Arrest attachments</li> </ul>	<ul style="list-style-type: none"> <li>• XML Import</li> </ul>	<p>Arrest data only: This migration option covers the loading of Person Arrest Information. Migrated arrest warrants, arrested person, arrestee vehicle (including owner if known), victim, narrative, and comments. For look-ups of other arrest data, the Customer will need to refer to the prior system of record for complete details. The Customer is responsible for providing an export file containing the arrest data elements, a data dictionary for the data elements, and a mapping for the values that are not consistent with values used in the CPS RMS.</p> <p>Includes the loading of Arrest file attachments and Master Person images and/or Master Person file attachments, and/or arrest file attachments if available.</p>

Package Name	Package Includes	Load Format	Specifications of this package include
			The following file types are supported pdf, jpg, jpeg, bmp, png, doc, docx, xls, xlsx, txt, ppt, and vsf files. Files must be no greater than 10 megabytes. Audio and video attachments are not supported due to the size of these types of files. The Customer is responsible for providing an export file containing the attachment files and/or images. The attachment/image migration uses a FTP process and requires a unique file name for each attachment loaded matching the ID in the linkage data. The load is limited to 1 GB of data.

### Data Conversion New Customer Configuration Options

Included in the scope of a new Customer are the following new Customer configuration options that can be loaded/converted by CPS .

Package Name	Package Includes	Load Format	Specifications of this package include
Users	<ul style="list-style-type: none"> <li>User Account Logon</li> <li>Customer Information</li> </ul>	CPS Provided Configuration Spreadsheet	Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.
Officers	<ul style="list-style-type: none"> <li>Officer Specific Information for Users</li> </ul>	CPS Provided Configuration Spreadsheet	Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.
Employee	<ul style="list-style-type: none"> <li>Employee Specific Information for Users</li> </ul>	CPS Provided Configuration Spreadsheet	Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.
Inventory	<ul style="list-style-type: none"> <li>Inventory and Asset Management Configuration Values</li> </ul>	CPS Provided Configuration Spreadsheet	Requires implementation of Inventory and Assets Management (optional module). Data must be provided by the Customer via CPS formatted configuration spreadsheet. The data is loaded by CPS as part of new Customer implementations.

Attachment C. Payment Schedule

Payment Schedule   8 Year Term   Net 30 Days		
Year 1:	\$ 1,532,660	September 8, 2020
Year 2:	\$ 0	January 1, 2021
Year 3:	\$ 292,012	January 1, 2022
Year 4:	\$ 292,012	January 1, 2023
Year 5:	\$ 292,012	January 1, 2024
Year 6:	\$ 292,012	January 1, 2025
Year 7:	\$ 292,012	January 1, 2026
Year 8:	\$ 292,012	January 1, 2027

Other Payments:

In the case, additions are needed for the Customer; a change order process will be followed. It is customary that at signature of any Change Order(s) the Customer will pay Caliber 100% at Change Order signature unless otherwise negotiated.

## Attachment D. JailTracker Statement of Work (SOW)

### 1. Introduction:

This **Statement of Work (“SOW”)** defines scope, project services, deliverables, dependencies, assumptions and responsibilities of the Customer and JailTracker for the implementation of the Scope of Work (the “Project”) defined below.

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisites, which are the sole responsibility of the Customer. JailTracker shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the **Customer’s environment and personnel with such assumptions and prerequisites.** Where JailTracker’s personnel are requested to rectify non-conformance with such assumptions and prerequisites, the Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable services in the applicable Order Form.

### 2. Scope of Work

The scope defines the boundaries of the project, outlining what is included in the project based on the products and services purchased by the Customer. Anything not outlined below is outside the scope of this project.

The Customer has procured the following products, ancillaries and interfaces to be delivered under this SOW. In case of discrepancies between the scope outlined below and the Order Form, the SOW Form supersedes this section.

Product and Version	Ancillary Application(s)	Interface(s)	Custom Functionality, Ancillaries and/or interfaces
JailTracker™ Version 4.3 or later	<b>Included in JailTracker™ are</b> the following ancillaries: <ul style="list-style-type: none"> <li>• Base/Imaging Module</li> <li>• Electronic Signature Module</li> <li>• Web Module</li> <li>• Auto-Notify Module</li> <li>• Facial Recognition</li> <li>• Document Imaging Module</li> <li>• Bar Coding Module</li> </ul>	Interfaces available based on procurement are as follows: <ul style="list-style-type: none"> <li>• Offender Phone System *<sup>1</sup></li> <li>• Offender Commissary System*<sup>1</sup></li> <li>• VINE*<sup>1</sup></li> <li>• Live Scan *<sup>1</sup></li> </ul>	

\*<sup>1</sup> These interfaces do not include any third party components and/or hardware. The third party vendor **must conform to JailTracker’s standard interface specifications.**

#### Purchased Services:

Installation and Configuration of JailTracker on Tippecanoe County **Sheriff’s Office** hardware

- Production Environment
- Training Environment

Data Conversion Services

- 15 days of onsite training, Go-Live support (10 Days onsite Training 5 Days onsite support for Go-Live) one (1) Subject Matter Expert (SME) for 8 hours per day. A day is eight (8) hours. JailTracker will provide the agency a tentative training plan.

The Customer understands and acknowledges that this project will deliver a set of products as outlined in the table above with functionality, features, integration and workflows which are designed to operate as delivered to the Customer and will not be customized, modified, altered, added or changed by JailTracker **at the Customer's request other than as specifically identified and priced in the Order Form or a subsequently issued Change Order.** Accordingly, the Customer accepts the JailTracker products as-is and **will not require functionality or feature gaps based on comparison to Customer's existing installed applications or JailTracker's other product lines; Customer's internal workflows are subject to change to adapt to the JailTracker Products.**

JailTracker reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future **development and listed in the table above under the column named: "Custom Functionality, Ancillaries and/or interfaces"**.
- Delays or unavailability of external systems and/or interfaces not made available by the Customer or third party agencies to JailTracker.

### 3. Scope of Services and Responsibilities

This section defines the principle services and responsibilities of the Customer and JailTracker for the implementation of the Scope of Work as set forth above. Scope of services in this SOW may be completed concurrently, sequentially, or non-sequentially as determined best by JailTracker.

Many project tasks are assigned to or dependent on Customer resources.

#### 3.1 PROJECT MANAGEMENT SERVICES

**A project manager will be assigned to the Customer to work with an assigned and required Customer's Project Manager** who is expected to provide equal level of responsibility for the items outlined below.

- Provide oversight, definition, tracking, and guidance of the project to ensure successful delivery of **the Customer's project in accordance with this SOW and following project management best industry standards.**
- Enforce and administer the Agreement and SOW inclusive of any project Change Orders and invoices. **The Customer's Project Manager is to comply with the Agreement, SOW, project Change Orders, and invoices.**
- **Provide management for major activities as procured in the Order Form. The Customer's Project Manager** is to manage the expectations of the Stakeholder Management Team, (herein defined as key Customer representatives, sponsors, stewards, third parties, and others), project team, end users, and general public regarding the tasks to be completed on the project.
- **Schedule all JailTracker's staff and subcontractor support to ensure project progress and completion in accordance with the project schedule. The Customer's Project Manager is expected to coordinate and facilitate all Customer staff and third-party (vendors and/or agencies) support to ensure project progress and completion in accordance with the SOW and project schedule.**
- Jointly with the Customer develop the following plans and teams:
  - Project Schedule Plan. This plan will be developed to assure schedules, and resource contracts for all the activity that must occur during the implementation for JailTracker and Customer personnel.

Deliverables:

- Project Schedule Plan

### 3.2 PROJECT PLANNING

Upon Agreement signature, JailTracker will start the project definition and planning phase.

#### 3.2.1 Project Initiation/Kickoff Meeting

The objective of this meeting includes:

- a. Customer and JailTracker personnel introductions;
- b. Conduct formal review of project scope and services;
- c. Establish a clear chain of communication and authority;
- d. Deliver a tailored list of customer requirements in order to achieve a successful project; this list will be referred to as the Customer Gating Checklist; and
- e. Review the process, agenda, and the resource and scheduling requirements for the following activities which are described in subsequent sessions.
  - System Configuration Review
  - Data Conversion Review

JailTracker Responsibilities include:

- **At JailTracker’s discretion, schedule a kickoff meeting remotely at a mutually agreeable time with the Customer but not to exceed thirty (30) days from execution of the Agreement, and provide agenda and kickoff presentation five (5) business days prior to the scheduled meeting.**
- Conduct the kickoff meeting and provide the appropriate resources to comply with the objective stated above.
- Deliver the Customer Gating Checklist.
- Jointly with the Customer review and agree with the project scope and services by completing a final scope statement. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Customer Responsibilities include:

- Provide adequate participation from stakeholders, decision makers, and department users during the kickoff meeting.
- Work with JailTracker on the final definition of scope delivery in accordance with the Agreement, SOW, and the applicable Order Form. Any deviations from the signed SOW will be handled via Change Order. This step will be executed upon the completion of all of the review sessions.

Deliverables:

- Kickoff agenda and presentation
- Customer Gating Checklist

#### 3.2.2 Jail Data Conversion Review

The objective of this meeting is to **evaluate the Customer’s existing data to be converted and create a Data Conversion Scope Document.**

JailTracker Responsibilities include:

- Remotely, schedule the data conversion review meeting at a mutually agreeable time with the Customer.
- Conduct the data conversion review meeting and provide the appropriate resources to comply with the objective stated above.

Customer Responsibilities include:

- Participate on the data conversion review and provide adequate personnel participation. Participation needs to include personnel with product understanding and who are capable of making decisions for the Customer and/or provide information about current business processes and requirements.
- Provide data that is to be converted in a usable format. As the owner of such data, it is the **Customer's responsibility to extract the data from the existing system or provide the data files to JailTracker.**
- **All data shall be owned by the Customer. As owner of such data, it is the Customer's responsibility to ensure the integrity, accuracy and completeness of such data.** JailTracker shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data.

### 3.2.3 Product Business Review (BPRs)

The Objective of this meeting includes evaluation of the Customer's existing business practices in conjunction with JailTracker's Product functionality and promotes understanding of system functionality. This evaluation will serve as the mechanism to identify and document the configuration needs for JailTracker. This document will be referred to as the BPR Document.

Sessions and durations may vary per product to be reviewed. – 2 days Onsite- one person 8 Hours a day

JailTracker Responsibilities include:

- **At JailTracker's discretion, schedule the BPR(s) meetings (remote and/or onsite) at a mutually agreeable time with the Customer. JailTracker's Project Manager will deliver an agenda for each product BPR session**
- Conduct the BPR(s) meeting and provide the appropriate resources to comply with the objective stated above.
- Jointly with the Customer review and document in a BPR Document the configuration to be done. The BPR Document will be delivered to the Customer by JailTracker personnel; the Customer has five (5) business days to review the document and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time period such a document is deemed accepted. Any deviations from the agreed scope will be handled via Change order, signed by both parties which impact the project cost and/or schedule.

Customer Responsibilities include:

- Participate in all planning activities and provide adequate personnel participation. Participation needs to include personnel capable of making decisions for the Customer and/or provide information about current business processes and requirements.
- Identify any existing operating policies and/or procedures that may be modified to accommodate JailTracker application functionality.
- Review the BPR Document(s) within five (5) business days after delivery thereof and provide any discrepancies that need to be corrected. One (1) review is included in this SOW; any variations may necessitate a Change Order and will be left **up to JailTracker's Project Manager's discretion.**
- Provide date of completion for all of the checklists delivered by InterAct.

### 3.3 PROJECT EXECUTION

Upon completion of the Customer Gating Checklist, JailTracker will start the rollout of the project in conformance with the Data Conversion Scope and in conformance with the agreed upon project schedule. The high level activities are included below.

*Details on each activity and each product will be delineated on the overall project schedule. The detailed project schedule will include predecessors, critical paths, and the responsible party for each activity.*

#### 3.3.1 Software Installation, Configuration and/or Customizations (if applicable)

JailTracker reserves the right to deploy, rollout and/or phase out the following items based on availability and shall not constitute a requirement for cutover of the overall project.

- Any modules, features and/or interfaces specifically identified in the SOW as roadmap or future development.
- Delays or unavailability of external systems and/or interfaces not made available to JailTracker.

JailTracker Responsibilities include:

- Configure and install the software in accordance with Section 2 and/or the Customer Gating Checklist from the Customer.
- Perform Quality Control (QC) testing of completed systems.
- JailTracker will provide remote training and/or assistance to up to three (3) workstations per product.

Customer Responsibilities include:

- Delivery of all items required per the Customer Gating Checklist(s) delivered during the planning phase.
- Conformance and on-time delivery of all activities as set forth and agreed upon in the project schedule.
- Install JailTracker software in all remaining clients after training has been received from JailTracker.

Deliverables:

- Software installation on procured hardware
- Delivery of the Customer Gating Checklist

#### 3.3.2 Interfaces Set up and/or Development

JailTracker will install the procured interfaces as stated in Section 2 in accordance with the agreed upon project schedule.

JailTracker Responsibilities include:

- Deploy the available interfaces in accordance with Section 2 and the agreed upon project schedule.

Customer Responsibilities include:

- Delivery of all items required per the Customer Gating Checklist(s) delivered during the planning phase.

- Take ownership and responsibility for any and all interface hardware, software licenses, modifications, or additions to any systems not supplied, installed, tested, or licensed by JailTracker. Any delays to the Project, however caused, will necessarily push the time for completion of this particular task out, and therefore, will require a change order for a project extension.
- Act as the single point of contact between any agencies and/or third-party vendors not contracted to JailTracker but required to support all interfaces.
- Provide JailTracker with the physical connections for each interface, to allow JailTracker to test the functionality of each interface. If the interfaces are currently in operation, it is the Customer's responsibility to disconnect each of the interfaces from the operational environment to facilitate interface testing.

Deliverables:

- Installed Interfaces

### 3.3.3 Jail Data Conversion(s) Execution

This task includes two (2) major activities, stated below, that will be performed independently of each other based on the agreed upon schedule. Final Data Conversion might be executed prior or post cutover as agreed upon by both parties.

- Initial extraction, conversion, loading, and testing of the specified legacy application data into the new application database(s), based upon the approved data conversion plan created during the planning phase; and each subsequent data conversion iteration, and
- Final data conversion.

JailTracker Responsibilities include:

*Initial Data Conversion:*

- Following receipt of all gating items from the Customer, perform an initial data conversion process.
- Review resulting files with the Customer, document any problems, and collaborate with the Customer on a plan for corrective action.

*Final Data Conversion:*

- Notify the Customer immediately following final data conversion, that the product(s), ancillary(ies) and interface(s) are completed.

Customer Responsibilities include:

- Customer must be able to provide the appropriate data, file layouts and specifications, data dictionaries, reports, etc. in a format specified as follows:
  - Provide data in a timely fashion. Failure to submit functional data within the timeline specified will result in project timelines being rescheduled to a later date.
  - Provide virus-free data to be converted in an acceptable format, which includes delimited or fixed column ASCII text, MS Access, MSSQL 6.5 and later, ODBC Compliant data base with drivers and .XLS spreadsheet, via acceptable media which includes CD ROM, DVD or accessible ftp site. Assist JailTracker in mapping the existing values to those required for the new JailTracker databases.
- Review converted data in a timely manner.
- Review resulting test files with JailTracker, document any problems, and collaborate with JailTracker on a plan for corrective action within five (5) business days of receiving the results.
- Correct any problems identified during the initial data conversion task in accordance with the agreed upon schedule.
- Provide JailTracker with the complete set of final data files to be converted in accordance with the data conversion plan.

- The Customer has ten (10) business days to review the data conversion and note any discrepancies and/or changes, if no discrepancies and/or changes are identified between this time period, the data conversion is deemed accepted.

Deliverables:

- Jail Records Initial Conversion and subsequent conversion iterations
- Jail Records Final Data Conversion

### 3.3.4 Training

Development and execution of a training plan for the procured courses per the Order Form; all courses are limited to ten (10) students and one (1) session unless otherwise noted below. Training will be conducted **at the Customer's location unless otherwise noted below and will be performed in accordance with the Agreement.**

JailTracker Responsibilities include:

- Provide training materials prior to the training sessions.
- Set-up and configure the training environment.
- Provide training in accordance with the Agreement

**Customer's Responsibilities include:**

- Participate in the training sessions by providing the adequate personnel participation.
- Provide the appropriate training area and workstations for the JailTracker trainers, inclusive of **internet access, server and workstation access, teacher's workstations, overhead projector, whiteboard, and markers.**
- For train-the trainer classes assure that all staff personnel are trained prior to cutover operations.

Deliverables:

- Training Materials
- Training Sessions –Training sessions will focus on administrative actions and Train the Trainer Sessions for JailTracker (limited to 10 persons per class.)

### 3.3.4 Cutover

Once all other phases and tasks are completed, JailTracker will develop a Cutover Readiness Plan with the Customer that will illustrate the requirements, and activities required to bring into production use the Scope of Work defined in Section 2. The execution of Cutover will be at the mutually agreed date with the Customer.

The Customer may elect not to Cutover any single application, ancillary module or major feature, however, this shall not prevent JailTracker from proceeding with Cutover or any subsequent task. JailTracker will support the Cutover of any pending application, ancillary module or major feature at the time the Customer is ready via remote access. Remote access is limited to one (1) day per application, ancillary module and/or major feature.

JailTracker Responsibilities include:

- Develop with the Customer a Cutover Readiness Plan.
- Execute a go/no-go meeting with the Customer in conformance with the project schedule against the Cutover Readiness Plan.

- Bring products to operational use and monitor the products, ancillaries, and interfaces up to three (3) days on-site inclusive of the preparation day. *Any Cutover delays resulting from or related to Customer cause shall be supported via remote access rather than onsite.*

**Customer’s Responsibilities include:**

- Participate and agree on the development and activities outlined on the Cutover Readiness Plan.
- Execute a go/no-go meeting with JailTracker against the Cutover Readiness Plan in preparation of Cutover.
- At Cutover, begin using the products and notify JailTracker of any issues in accordance with the Cutover Readiness Plan.

Deliverables:

- Cutover Readiness Plan
- Go-Live Support – 1 Subject Matter Expert on Site for five (5) days.

## 4. CLOSING PHASE

In preparation for closing the project and turning over the Customer to Account Management and Customer Care, the following activities will be performed:

### 4.1 Post-Cutover Training

JailTracker will deliver any post-Cutover training either, a) procured and postponed prior to Cutover per the agreed upon training plan, or b) procured based on a signed Change Order.

### 4.2 Post-Project Review Meeting

### 4.2 Turnover Meeting

Arrange and perform a turnover meeting to review the Project and any open issues as outlined in a turnover document with the Customer, Account Manager, and Customer Care.

## 5. Dependencies & Conditions

### Software Customization and Enhancements

No software customizations or modifications are included in the scope of services to be delivered, except those that are specifically outlined in the SOW and/or Software Requirements Definition (SRD). Any further customization or modifications which are requested by the Customer shall require a Change Order and/or new SOW/SRD specifying the project specifications, schedule, and associated price which is signed by both parties.

### Software Requirements Definition (SRD)

A Software Requirements Definition (SRD) signed by authorized representatives of both parties will be required for any modification of the functionality of JailTracker software or any other Customer software development by JailTracker. The SRD typically includes background information, software modification description, technical specifications, notes and assumptions, Customer and JailTracker resources needed,

Customer and JailTracker responsibilities, estimated timeframe, and cost. Note that some SRDs are complex and time consuming, and that JailTracker reserves the right to provide a quote for the creation of the SRD itself.

#### Custom Requirements

All custom requirements will be expressly contained in the Order Form. Custom deliverables that result in the need for professional services not described in the Order **Form will be charged at JailTracker's standard** time and material rates.

#### Software Interfaces

Required software interfaces specified in the Order Form will be reviewed and documented during the early stage of the project. JailTracker Software Engineering will develop the interfaces and deliver in preparation for onsite installation and testing in accordance with the mutually agreed upon project schedule.

#### Data Ownership

All data, including but not limited to geo-data, shall be owned by the Customer. As owner of such data, it **is the Customer's responsibility to ensure the integrity, accuracy, and completeness of such data. JailTracker** shall have no liability of any kind related to any error, loss of, issue, defect, or cause of action arising out of or related to such data. JailTracker shall provide the Customer with pre-defined code tables, which will be delivered **as-is. Any changes to the code tables or data conversion services are the Customer's** responsibility.

#### Scope Change and Change Orders

Changes to the scope of the project can be initiated only by a written Change Order signed by both parties and may impact the project cost and/or schedule. All alterations to an executed Order Form, Statement of Work or Software Requirements Definition (SRD) require a written Change Order signed by an authorized representative of the Customer and an authorized representative of JailTracker. The Change Order serves **as an amendment to the "parent" document and enumerates the modifications.**

#### Work Hours

All work will be performed at the Customer and JailTracker offices and will be performed during normal business hours (8 A.M EST to 4:30 P.M CST) unless mutually agreed upon.

#### Cancellation Policy

In situations where the parties have agreed on a specific date for JailTracker to perform training or other **services at the Customer's site (collectively, the "Scheduled Services"), the Customer shall be responsible** for adequately preparing the applicable site and ensuring availability of the applicable Customer personnel and/or **contractors to facilitate JailTracker's performance of the Scheduled Services (collectively, the "Preparation").**

In the event the Customer wishes to cancel or reschedule a scheduled site visit or the required preparation was not completed at the appointed time for the scheduled site visit, the Customer shall pay to JailTracker (i) the fee for one (1) day of the scheduled services for each of the JailTracker personnel and authorized **subcontractors which were to perform the scheduled services ("One-Day Service Fee"), (ii) the per diem** services fee for travel time associated with the actual travel undertaken by JailTracker personnel and **authorized subcontractors en route to the applicable Customer site ("Billable Travel Time"), and (iii)** reimbursement for any non-refundable travel and lodging expenses incurred by JailTracker and authorized **subcontractors in connection with such scheduled site visit ("Non-refundable T&E").**

Unless otherwise specified in the applicable Order Form or SOW, in the event that the Customer provides written notice of its cancellation of a scheduled site visit at least 72 hours prior to the appointed date and time of the scheduled visit, the Customer shall not be required to pay the One-Day Service Fee referenced

above in connection with such site visit, but will be required to pay any applicable Billable Travel Time and Non-refundable T&E.

For avoidance of doubt, the foregoing payments relating to the One-Day Service Fee, Billable Travel Time and Non-refundable T&E are intended to compensate JailTracker for expenses associated with a lost day of work and related expenses. Such payments do not in any way (i) relieve either party of its obligations with regard to performance of and payment for the scheduled services, (ii) replace, amend or modify any of the terms relating to cancellation and/or change order requirements, rights and remedies set forth in this SOW or the Agreement that otherwise relate to the scheduled services, or (iii) grant to the Customer any right to cancel its order for the scheduled services.

## 6. Infrastructure Requirements

### Electrical and Network Infrastructures

**The Customer’s electrical and computer network (LAN and WAN) infrastructures shall be stable and sufficient to meet the bandwidth requirements of the JailTracker solution being implemented.** Inadequate infrastructure frequently results in less than desirable performance. If Mobile software is purchased, JailTracker is not responsible for the inability of a particular network to support features of the mobile software due to bandwidth restrictions.

### LAN and WAN Compliance

Electrical and computer network (LAN and WAN) infrastructures are to be compliant and tested to latest industry standards by the Customer.

### Software Installation

With respect to JailTracker Software installed **at the Customer’s site, so long as the Customer remains current on annual support and maintenance fees,** JailTracker will provide, once made generally available, all updates, upgrades, patches and workarounds to the Software covered under this Agreement. The Customer agrees to assist in the installation of such items. Any installation services requested by the **Customer will be offered at JailTracker’s then-current rates.**

### Software Compatibility

The Customer accepts sole responsibility for any compatibility problems between the Software and any other application software or non-current software programs not maintained or supported by JailTracker.

### Remote Access

The Customer shall provide JailTracker with secure high-speed remote access with a static IP address to all servers and work stations running JailTracker software. The Customer will grant access rights to all JailTracker personnel so designated in writing by JailTracker as authorized by JailTracker to need access rights. The high-speed access must be in place prior to the beginning of the installation process. The **Customer’s failure to provide secure high-speed remote access will be considered a material breach of the Agreement.**

### Viruses and External Threats

The entire network must be protected with Antivirus (AV) software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs.

### Software Updates

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software that has been installed by JailTracker.

### Bandwidth

The minimum available bandwidth to each workstation should be no less than 100mbs and should be greater between multiple locations.

## Antivirus

The entire network must be protected with Antivirus software and shall be kept up to date by the Customer with all the latest virus definitions and operating system patches/service packs. JailTracker directories must be excluded from AV Scans.

## Virtual Environments

### When using Virtual Machines (“VM’s”) running VMware or other Virtual Environments:

JailTracker is not responsible for loss of performance due to issues with VMware, Host Server workload, Host network bandwidth or disk storage space.

JailTracker must approve the Customer-provided Virtual Environment, including hardware, number of virtual machines running on the host, network bandwidth, disk systems, and any other aspect of the Virtual Environment.

The Customer is responsible for the hardware and hardware support for the physical server that runs the Virtual Machines – the VM Ware Host.

The Customer is responsible for the support of the VMware, including but not limited to, licensing, updates, support, and any other issue which is VMware related.

The Customer will provide and procure support and maintenance of the Operating system and Database software running on the Virtual Machines.

## Physical Security

The Customer will be responsible for the establishment of procedures to provide physical site security for delivered hardware and software systems and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

## Network Security

The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security **threats entering the Customer’s IT systems through the Internet or the Customer’s internal networks.**

## External Network Connectivity

The Customer shall be responsible for establishment of any required external access to the JailTracker JMS network. **Depending on the Customer’s desired implementation, external access might be necessary** for certain products offered by JailTracker. Minimum requirements for this external access include, but are not limited to, a static IP address assigned by the Customer ISP, firewall configuration allowing any incoming request to be properly translated, port forwarded, or routed, and appropriate security as part of that configuration at the firewall so that no part of the closed JMS network will be subject to security threat. JailTracker will work with the Customer by providing network infrastructure and IP configuration information that will be required by the Customer when establishing external access by network address translation, port forwarding, or routing.

## Removal of Old Hardware

The Customer is responsible for the removal of old hardware.

## Data Backup and Storage - JailTracker

All Jail data backups for the production JailTracker Jail environment will be the responsibility of Customer. Customer will complete the following:

Off-load appropriate Customer data to a backup copy.

Retain a copy of each backup until the next backup or the expiration of the backup schedule.

The Customer will be responsible to provide JailTracker with high speed remote access to the appropriate **server containing the data to be backed up, or request access to JailTracker’s ftp site to upload the JMS**

data themselves. Customer is to provide correct data and data to be included in the backup and the schedule of backups is limited as specified in the Order Form.

### JailTracker Users and Permissions Requirements

#### Windows Users

- A “service account” is needed with Administrator permissions on each server.
- A user account (typically named JailTracker) is needed for maintenance and installation.
- This account also needs admin permissions on each server and workstation.

#### SQL User

- A SQL user account needs admin permission on each server and workstation.
- This account needs DBO rights to each database in the JailTracker system.
- The databases used vary depending on the products installed.

#### Antivirus Exclusions

JailTracker must have AV exclusions set for any directory containing JailTracker software. This can include the following:

- C:\JailTracker
- C:\Program Files\JailTracker
- C:\Program Files (x86)\JailTracker

Other directories may need to be excluded, depending on products installed. Detailed lists of excluded directories are available from JailTracker’s personnel and may depend on your environment and products installed.

**Schedule 2 to Exhibit A  
InterAct Public Safety Systems**

**SOFTWARE LICENSE AGREEMENT  
(Other Indiana Governmental Entities)**

This Software License Agreement (“Agreement”) is made a part of, and incorporated into, the Professional Services Contract dated as of September 17, 2009 (the “Contract”) between the State of Indiana acting through the Integrated Public Safety Commission (“IPSC”) on behalf of the Indiana State Police (“ISP”), and for limited purposes, all other Indiana Governmental Entities (the State, IPSC, ISP, and all other Indiana Governmental Entities may be collectively referred to as “the State”) and COLOSSUS, INCORPORATED, a North Carolina corporation d/b/a InterAct Public Safety Systems (“InterAct”). Execution and approval of the Contract is deemed execution of this Agreement by InterAct and the State. All capitalized terms not otherwise defined herein shall have the meanings as set forth in the Contract. In addition to the terms and conditions set forth in the Contract, the terms and conditions set forth in this Agreement shall be applicable to any License Software provided by InterAct.

This Agreement is entered into based on InterAct’s response to the State’s RFP# 8-46 and the award of the Contract to InterAct. This Agreement shall apply to the purchase of licenses for the Licensed Software set forth on Schedule 1 to this Agreement by Tippecanoe County Sheriff’s Office, IN (the “Governmental Entity”) pursuant to the QPA issued by the State and properly executed Purchase Order and Statement of Work referencing this Agreement, the Contract, and the QPA. The Governmental Entity agrees to be bound by all of the rights and obligations of the State under this Agreement and the Contract.

**1. Definitions.** As used in this Agreement, these terms have the following meaning:

a. “Documentation” shall mean all reference, installation, administrative, programmer, user, and operator manuals, all training materials and guides, specifications, and other materials for use in conjunction with the Licensed Software to be provided by InterAct. Documentation shall not include marketing materials.

b. “Licensed Software” shall mean all or any part of the software programs set forth on Schedule 1 to this Agreement, which are the software programs described in InterAct’s response to RFP #8-46, and all corrections, updates, upgrades and enhancements (including, without limitation, the functionality described in InterAct’s response to RFP #8-46) thereto.

c. “Site” shall mean the physical location where the Licensed Software will be deployed, and such other locations as may be necessary to deploy the Licensed Software in the ordinary course of the Governmental Entity’s business, as may be necessitated by a move of operational facilities, or as may be necessitated by any reorganization, consolidation, or realignment of governmental responsibilities.

d. “Supported License” shall mean any Licensed Software for which the Governmental Entity is entitled to telephone support and updates, upgrades and enhancements from InterAct under InterAct’s Software Maintenance Agreement by paying the appropriate annual maintenance fees.

**2. Software License.** Contingent upon the Governmental Entity’s compliance with the terms of this Agreement, InterAct grants to the Governmental Entity a perpetual (subject to Section 14), non-exclusive, non-transferable, royalty-free license to install or otherwise access, and permit its employees and other users duly authorized by law, to use the Licensed Software. The Governmental Entity shall use the Licensed Software in accordance with the terms and conditions set forth in the Contract, this Agreement, and any supplemental conditions set forth on the applicable Purchase Order or Statement of Work. The

Governmental Entity may use the Licensed Software for its official business purposes only. The Governmental Entity will not copy, modify, or prepare derivative works of the Licensed Software. The Governmental Entity shall not sublicense, redistribute or otherwise allow third parties to use the Licensed Software, directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or otherwise. The Governmental Entity shall not engage any third party to host the Licensed Software for the Governmental Entity's use, nor shall the Governmental Entity host for others or otherwise make the Licensed Software available for use by others. The Governmental Entity will not reverse compile or reverse assemble the Licensed Software, or otherwise attempt to derive or obtain all or any portion of the Licensed Software source codes. The Governmental Entity may create a limited number of copies of the Licensed Software solely for archival or back-up purposes. Any use of the Licensed Software beyond these limitations will be subject to InterAct's prior written consent and payment of the applicable fees.

### **3. Reserved.**

**4. Documentation.** InterAct shall deliver to the Governmental Entity three (3) complete copies of the Documentation for the Licensed Software. The Governmental Entity shall have the right, as part of the license granted herein, to make as many additional copies of the Documentation for its own use as it may determine.

### **5. Acceptance Testing.**

a. Acceptance Testing Procedure. In the event that a Purchase Order or applicable SOW specifies that the Governmental Entity's acceptance of all or part of the order specified therein is subject to successful completion of acceptance testing, the following procedures and time periods shall apply: the Governmental Entity will be entitled to test the Software as applicable to determine if it operates in accordance with, and otherwise conforms to the mutually agreed upon acceptance criteria, including those criteria in an acceptance test plan to be developed as part of a business process review contemplated by the SOW. If acceptance testing is a required term in a Purchase Order or SOW, but the period or procedures for such acceptance testing are not specified on the Purchase Order or SOW, and the parties agree that no acceptance test plan will be developed as part of a business process review contemplated by the SOW, then (i) the Governmental Entity will have thirty (30) days from the date the Software is delivered to the Governmental Entity in which to complete all acceptance testing, and (ii) the Governmental Entity may use its own internal test procedures and any sample input. Acceptance of the Software shall not be deemed to constitute a waiver by the Governmental Entity of any rights it may have based on InterAct's warranties. If no acceptance criteria are set forth in a Purchase Order or SOW, and the parties agree that no acceptance test plan will be developed as a part of any business process review contemplated by the SOW, then the acceptance criteria shall be that the Software perform in substantial compliance with the applicable manufacturer's Documentation.

b. Acceptance or Rejection. If the Governmental Entity determines that the Software successfully operates in accordance with, and otherwise conforms to, the acceptance criteria, the Governmental Entity will notify InterAct that the Governmental Entity accepts the Software within ten (10) days of the completion of the applicable testing period. If the Governmental Entity determines that the Software does not operate in accordance with, or otherwise conform to, the applicable acceptance criteria, then the Governmental Entity will provide InterAct with a notice describing the nonconformance to the acceptance criteria within ten (10) days of the completion of the applicable testing period. InterAct will have thirty (30) days from the date it receives the Governmental Entity's notice of the nonconformance to correct (at no additional cost to the Governmental Entity) the Software. When InterAct redelivers the Software, the Governmental Entity will be entitled to repeat the testing process. The Software ordered on any Purchase Order will be deemed to have been accepted by the Governmental Entity if (i) the Governmental Entity does not provide InterAct with a written notice of nonconformance to the acceptance criteria within ten (10) days after expiration of the applicable testing period, or (ii) the Software is put into production use by the Governmental Entity.

**6. Maintenance and Support.** InterAct will provide maintenance and support services for the Software (“Software Maintenance”) to the Governmental Entity for the period(s) set forth in a Purchase Order and thereafter for such periods as may be mutually agreed upon, subject to the Governmental Entity’s payment of the applicable maintenance fees to InterAct. Software Maintenance for other Indiana Governmental Entities will be provided in accordance with and consist solely of the products and services described in Exhibit C to the Contract. The maintenance fees for the Licensed Software are set forth in Exhibit D to the Contract.

**7. Software License Fees.** The prices for the Licensed Software are set forth on the QPA, which is Exhibit D to the Contract. The Licensed Software license fees shall be paid in accordance with the payment milestone plans set forth in the applicable Statements of Work or Purchase Orders for the Governmental Entity. In no event will the cost of the Licensed Software, when coupled with the costs set forth in the applicable Statements of Work and Purchase Orders, exceed the price set forth on the QPA issued by the State. The failure of any Governmental Entity to make payment as required by its Statement of Work or Purchase Order shall not be deemed a failure or breach by any other Indiana Governmental Entity or by the State. InterAct shall look solely to the defaulting Indiana Governmental Entity for relief.

**8. Confidentiality.** This Agreement is subject to the Indiana Access to Public Records Act, I.C. 5-14-3 (“APRA”). The parties agree that certain information underlying this Agreement may be exempt from disclosure under APRA, including any trade secrets as defined in IC 24-2-3-2 and, at the discretion of the Governmental Entity, computer programs, computer codes, computer filing systems, and other software that are entrusted to a public agency. In the exercise of its discretion under IC 5-14-3-4(b) (11), the Governmental Entity declares that all computer programs, computer codes, computer filing systems, and other software provided under this Agreement and the Contract may not be disclosed by a public agency, unless access to the records is specifically required by a state or federal statute or is ordered by a court under the rules of discovery.

**9. Ownership.** All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Licensed Software will remain the exclusive property of InterAct or its licensors, whether or not specifically recognized or perfected under applicable law. The Governmental Entity will not take any action that jeopardizes InterAct’s or its licensors’ proprietary rights. The Governmental Entity acknowledges and agrees that it acquires no rights in the Licensed Software except as provided in this Agreement. InterAct and its licensors, as applicable, will own all rights in any copy of the Licensed Software or any derivative work, including any improvement or development of the Licensed Software. The Governmental Entity agrees to take, at InterAct’s sole expense, any actions reasonably requested by InterAct to perfect such rights in InterAct’s or an applicable licensor’s name.

**10. InterAct’s Warranties.** InterAct warrants and represents to the Governmental Entity as follows:

a. Ownership. InterAct is the owner of the Licensed Software or otherwise has the right to grant this Agreement to the Governmental Entity to use the Licensed Software as set forth in the Contract and in this Agreement without violating any rights of any third party, and there is no actual or threatened suit by any such third party based on an alleged violation by InterAct.

b. Business Requirements. InterAct is aware of the Governmental Entity’s requirements and intended uses for the Licensed Software. InterAct warrants that the Licensed Software, when installed and configured in accordance with the applicable Statements of Work or Purchase Order and InterAct’s recommended specifications, will substantially perform the functions described in the Documentation and InterAct’s Response to RFP #8-46. InterAct is not responsible for any problem, including any problem that would otherwise be a breach of warranty, caused by changes in the operating characteristics of computer hardware or computer operating systems not supplied by InterAct, interaction of the Licensed Software with software not supplied or approved by InterAct, or accident, abuse, or misapplication.

c. Software Warranty. If any defects are discovered in the Licensed Software within one (1) year of the Governmental Entity's acceptance, a corrected software package will be supplied to the Governmental Entity at no cost. Enhancements and maintenance releases to the current Licensed Software will be supplied to the Governmental Entity pursuant to the terms of a current Software Maintenance Agreement, provided that it is a Supported License.

d. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, INTERACT MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE LICENSED SOFTWARE AND INTERACT EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **11. Intellectual Property Indemnification.**

a. InterAct shall defend the Governmental Entity from and against any and all third-party claims, demands, suits or causes of action arising from or relating to any alleged or actual infringement by any Licensed Software of any third-party intellectual property right (an "Indemnified Claim") and pay the damages and costs finally awarded against the Governmental Entity or agreed upon in settlement in such actions, provided (i) the Governmental Entity notifies InterAct in writing promptly upon learning that such a claim may be asserted, but in any case not later than ten (10) business days after the Governmental Entity receives notice of such lawsuit; (ii) subject to I.C. § 4-6-2 and I.C. 34-13-3 (the Indiana Tort Claims Act), the Governmental Entity grants InterAct sole control over the defense of such claim and any negotiation for its settlement or compromise; (iii) the Governmental Entity accepts any remedial actions provided by InterAct pursuant to the sub-paragraph below; and (iv) the Governmental Entity provides such assistance as InterAct reasonably requests.

b. In the event of a claim under this paragraph, InterAct shall have the rights to: (i) replace the Licensed Software alleged to be infringing with non-infringing software that provides substantially the same functionality; (ii) procure for Governmental Entity the right to continue using the affected Licensed Software; and (iii) if InterAct determines that the foregoing actions set forth in clauses (i) and (ii) of this paragraph are not reasonably practicable or commercially reasonable, terminate the Governmental Entity's license to use the Licensed Software alleged to be infringing and, if such termination occurs before the date that is five (5) years after the date that such Licensed Software was first licensed by the Governmental Entity, refund to the Governmental Entity a pro-rata portion of the license fees paid for such Licensed Software based on a 5 year straight-line depreciation schedule commencing upon such date. This paragraph 10 states the Governmental Entity's exclusive remedy, and InterAct's exclusive liability, for any claim of infringement or misappropriation.

c. InterAct will have no indemnification obligation to the Governmental Entity under paragraph 10 if: (i) any portion of the Licensed Software has been modified after delivery to the Governmental Entity by any party other than InterAct; (ii) the Governmental Entity does not promptly install each upgrade, update and other fix or error correction provided to the Governmental Entity by InterAct or its licensors or Hardware manufacturers (if applicable); or (iii) an alleged infringement or misappropriation is based upon the combination of the Licensed Software with any software or equipment not provided to the Governmental Entity by InterAct.

**12. Ownership of Project Deliverables.** The Governmental Entity will own rights in: (i) its proprietary materials and data; and (ii) all original components of any project created by InterAct and delivered to the Governmental Entity pursuant to any Statement of Work or Purchase Order and the payment of all fees

associated therewith. Notwithstanding the foregoing, InterAct and its licensors will retain exclusive ownership of the following (collectively "InterAct Materials"): (i) all pre-existing works, inventions, technology, data and materials incorporated or used in association with the design and development of the Project Deliverable (defined below); (ii) any works created by InterAct pursuant to its performance of services pursuant to any Statement of Work or Purchase Order, including, but not limited to, any proposed, draft, or preparatory materials, that are not incorporated into the Project Deliverables (defined below); (iii) all derivatives, improvements, enhancements or extensions of the InterAct Materials, and (iv) all ideas, concepts, know-how, and techniques, that InterAct may use, conceive of or first reduce to practice in connection with the services that are not uniquely applicable to the Governmental Entity or that have general applicability in the art. Upon payment of all fees due under the Contract, any Statements of Work or Purchase Orders, InterAct will grant to the Governmental Entity a non-exclusive, non-transferable, indefinite, royalty-free and paid-up license to use the InterAct Materials as incorporated in the Project Deliverable for the Governmental Entity's internal business purposes, provided that the Governmental Entity will have no right to use such InterAct Materials apart from the Project Deliverable or in any other manner, and the Governmental Entity's ownership under (ii) above shall be subject to such license of the InterAct Materials. As used herein, "Project Deliverable" shall mean any deliverable(s) created specifically for the Governmental Entity pursuant to any Statement of Work or Purchase Order. For purposes of this paragraph, neither the term "Project Deliverable" nor the term "InterAct Materials" shall under any circumstances be deemed to include Licensed Software.

**13. Limitation on Liability.** UNDER NO CIRCUMSTANCES WILL INTERACT BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL INTERACT OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (i) WITH RESPECT TO THE LICENSED SOFTWARE, THE AMOUNT OF LICENSE FEES PAID BY THE GOVERNMENTAL ENTITY FOR THE LICENSED SOFTWARE THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (ii) WITH RESPECT TO ANY SERVICES PROVIDED HEREUNDER, THE AMOUNT OF FEES PAID FOR THE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. EXCEPT WITH REGARD TO PAYMENTS DUE INTERACT, NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE. NOTWITHSTANDING THE FOREGOING PROVISIONS, INTERACT'S LIABILITY FOR ACTS OF GROSS NEGLIGENCE OR ACTS BY INTERACT EMPLOYEES IN THE PERFORMANCE OF MAINTENANCE AND PROFESSIONAL SERVICES BY INTERACT HEREUNDER RESULTING IN BODILY INJURY OR PROPERTY DAMAGE SHALL NOT BE LIMITED BY THE PROVISIONS OF THIS PARAGRAPH 13.

**14. Term and Termination.** This Agreement will commence on the date when the Contract is fully approved by the Governmental Entity and shall be in effect for a period of ten (10) years. InterAct may suspend performance and/or terminate this Agreement with the provision of thirty (30) days notice to the Governmental Entity if the Governmental Entity fails to correct or cure any material breach of this Agreement. Termination may be extended beyond thirty (30) days if InterAct determines progress is being made and the extension is agreed to by the parties. Any material breach by one Indiana Governmental Entity shall not be deemed a breach by any other Indiana Governmental Entity. Paragraphs 2, 3, 9, 10, 11, 12 and 13 of this Agreement will survive any expiration or termination of this Agreement or the Contract. Upon the expiration or termination of this Agreement for any reason, InterAct may pursue any and all remedies available to it in law and in equity.

**15. Assignment.** The Governmental Entity may assign the Licensed Software only to another Indiana Governmental Entity, provided that the scope of use of any Licensed Software or services, will not be expanded beyond the business of the Governmental Entity, and provided further that such assignment does not conflict with the terms of section 6 of this License Agreement. InterAct may assign this Agreement to any successor to InterAct's interests in the subject matter. InterAct may assign its right to payment hereunder or grant a security interest in this Agreement or such payment right to any third party. InterAct may perform any obligation pursuant to this Agreement using agents and subcontractors with prior written approval of the Governmental Entity.

**16. High Risk Activities.** The Licensed Software and Project Deliverables may contain technology that is not fault-tolerant and is not designed or intended for use in hazardous environments or other applications requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation systems, aircraft communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Licensed Software or Project Deliverables could lead directly to death, personal injury, or severe physical or property damage (collectively, "High Risk Activities"). The Governmental Entity represents that it is not acquiring any of the Licensed Software for use with High Risk Activities and the Governmental Entity agrees that InterAct shall have no liability of any kind relating to any Licensed Software used in High Risk Activities.

**17. Compliance with Laws.** The Governmental Entity agrees that it will comply with all U.S. and foreign laws, regulations and orders applicable to the Governmental Entity's use of the Licensed Software, including all applicable U.S. export control laws and U.S. Export Administration Regulations and related Executive Orders.

**18. Incorporation by Reference.** The Schedules and Exhibits referenced in this Agreement shall be deemed an integral part hereof to the same extent as if written at length herein.

**19. Advanced Authentication.** Should the Governmental Entity elect to procure Advanced Authentication from Contractor, the Governmental Entity agrees that it will comply with the SafeNet End User Rules of Use applicable to the Governmental Entity's use of the Advanced Authentication as set forth in Schedule 2 – SafeNet End User Rules of Use to this Agreement, attached and fully incorporated herein.

**[Signatures follow below]**

**ACKNOWLEDGEMENT AND AGREEMENT**

The party signing below represents and warrants that: (i) he/she is an authorized representative of the Governmental Entity identified below; (ii) he/she is ordering off the QPA on behalf of the Governmental Entity and that such purchase has been duly authorized by the Governmental Entity; (iii) he/she has read the terms and conditions of this Agreement, the Contract and the QPA and is authorized to agree to such terms and conditions on behalf of the Government Entity; and (iv) the Governmental Entity shall be liable to InterAct for all obligations of such Governmental Entity related to its exercise of its purchase rights under this Agreement, the Contract and the QPA, including the obligation to make timely payments to InterAct.

Accepted and Agreed to:

**Tippecanoe County Sheriff's Office, IN**  
(the Governmental Entity")

BY: \_\_\_\_\_

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

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

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

## **Schedule 1**

Licensed Software

CAD, Mobile and JailTracker - per InterAct Quotation/Order form No: Q-01295-2 dated August 31, 2020, and Statement of Work signed contemporaneously with this Agreement.

## SCHEDULE 2

### SAFENET® END USER RULES OF USE

These Rules of Use apply to your use of the enclosed SafeNet token, card or other device (*your Device*) and your secret Personal Identification Number (*your PIN*).

You should use your Device and your PIN to identify yourself to any systems or service secured by SafeNet in accordance with these Rules, the guidelines in the accompanying User Welcome Guide and which may be communicated to you from time to time, and any written agreements between yourself and your organization and your organization and the company providing you the service.

It is important that you take proper care of your Device, keep it safe and secure at all times and guard against loss, damage and theft.

Your PIN must remain secret to you at all times. **No other person ever needs to know this PIN and you should not disclose it to anyone.** This includes your colleagues and systems administrators at your company and personnel who are, or claim to be representatives of the company providing you the service. You should be extremely suspicious of **anyone** who ever tells you that they need to know your PIN, and you should report any such incident to the company providing you the service.

The privacy of your Device and the confidentiality of your PIN are crucial to the verification of your on-line identity and the security of your information and the networked system(s) that may be accessed using your identity.

If your Device is lost, damaged or stolen, or if you believe that the confidentiality of your secret PIN has been compromised in any way, you should report these incidents *immediately* to the company providing you the service. Upon receiving the notice, the company providing you the service will then disable your Device or allow you to change your PIN, to ensure that no third party may misuse them.

If you do not report these incidents immediately, there is the risk that someone else may steal your on-line identity. Any activities they carry out using your identity will compromise the security and integrity of your information and systems. You may be held legally responsible for activities that are perpetrated using your identity.

You must not give away, sell, rent or lend your Device even to someone you believe to be an authorized user of the system.

You must not mistreat, damage or open your Device or try to reverse-engineer, decompile, disassemble, translate, copy, and alter the Device (or any of its components).

If you lose or break your Device you may be charged a replacement fee by the company that provided your Service.

Should your account be terminated, for any reason, or if you have no further need to use the system, you must contact the company providing you the service immediately to disable your Device and then follow instructions from the company providing you the service to have it safely returned.

**EXHIBIT C**  
**InterAct Public Safety Systems**

**SOFTWARE MAINTENANCE AGREEMENT**  
**(Integrated Public Safety Commission)**

This Software Maintenance Agreement (this “Agreement”) is made a part of, and incorporated into, the Professional Services Contract executed contemporaneously herewith (the “Contract”) between the State of Indiana acting through the Integrated Public Safety Commission on behalf of the Indiana State Police and all other Indiana Governmental Entities (collectively, “the State”) and COLOSSUS, INCORPORATED, a North Carolina corporation d/b/a InterAct Public Safety Systems (“InterAct”). This Agreement supports the Software License Agreement (“SLA”) which is also made a part of, and incorporated into, the Contract.

This Agreement sets forth the terms, conditions, and procedures under which Software Maintenance is offered for the Licensed Software under the SLA, including but not limited to InterAct’s CAD/Mobile [Platinum] [Gold] Tiered Support Program, Network Operations Center (“NOC”) Monitoring Subscription and Online University Annual Subscription. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Contract and SLA. In addition to the terms and conditions set forth in the Contract and SLA, the terms and conditions set forth in this Agreement shall be applicable to any Software Maintenance provided by InterAct.

**1. GENERAL**

a. Scope. Software Maintenance will consist of: (i) reasonable telephone support; (ii) correction of errors to keep the Licensed Software in conformance with the applicable user documentation; and (iii) any updated, release versions of the Licensed Software provided by InterAct to its general customer base subscribing to Maintenance at no additional charge. Maintenance does not include: (i) assembly, set-up, installation, or configuration of hardware and software; (ii) consultation, error correction, or research with respect to State-created documents and information; and (iii) any other separately-priced services InterAct does not generally provide as part of Maintenance.

b. Representative. The State shall designate a specific person or persons from each location at which the Licensed Software is installed to be the point of contact under this Agreement (the “Representative”). The State may change the Representative upon notice to InterAct.

c. Term of Software Maintenance. The initial term for Software Maintenance for the Licensed Software is five (5) years. The maintenance are the fees are set forth on Exhibit B-2 to the Contract. The Annual Maintenance Fee, Annual [Platinum] [Gold] Tiered Support Program Fee, Annual NOC Monitoring Subscription Fee and Annual Online University Fee are each payable in full prior to the start of each year during the term, and are non-refundable. At the end of the five (5) year initial term, this Agreement may be renewed with the written approval of the Department of Administration and the State Budget Agency. For clarity, InterAct’s delivery of Annual CAD/Mobile [Platinum] [Gold] Tiered Support Program, NOC Monitoring Subscription and/or Online University is predicated on Customer maintaining a current Software Maintenance Agreement. Should Customer elect to terminate support and maintenance of the Software, the [Platinum] [Gold] Support Program, NOC Monitoring Subscription and/or Online University Annual Subscription also terminates. Customer may, however, terminate the [Platinum] [Gold] Tiered Support Program, NOC Monitoring Subscription and/or Online University without terminating support and maintenance of the Software. Termination of all or any part of this Software Maintenance Agreement will be effective at the end of the then current Term.

d. No Additional Software Maintenance. InterAct will have no obligation to provide any maintenance or support services beyond such Software Maintenance as the State may be entitled to receive by virtue of

having paid the associated fees unless such maintenance or support services are expressly set forth in a Purchase Order or Statement of Work.

e. Software Maintenance Lapse. The State shall not be eligible to receive Software Maintenance unless the State has received such maintenance continuously from the effective date of this Agreement or the State first pays to InterAct such fees as would have been paid to InterAct by the State for any period in which the State did not elect to receive such maintenance.

f. Annual CAD/Mobile [Platinum] [Gold] Tiered Support Program. In consideration of the State's payment of Annual [Platinum] [Gold] Tiered Support Program Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual [Platinum] [Gold] Tiered Support Program in accordance with the Annual [Platinum] [Gold] Tiered Support Program set forth in Attachment 1, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 1 must be utilized within the annual term associated with the Annual [Platinum] [Gold] Tiered Support Program Fees paid or they will be forfeited.

g. Network Operations Center Monitoring Subscription. In consideration of the State's payment of Annual NOC Monitoring Subscription Program Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual NOC Monitoring Subscription Program in accordance with the Annual NOC Monitoring Subscription Program set forth in Attachment 2, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 2 must be utilized within the annual term associated with the Annual NOC Monitoring Subscription Program Fees paid or they will be forfeited.

h. Online University. In consideration of the State's payment of Annual Online University Subscription Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual Online University program in accordance with the Annual Online University program set forth in Attachment 3, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 3 must be utilized within the annual term associated with the Annual Online University Subscription Fees paid or they will be forfeited.

## 2. TECHNICAL SUPPORT

Technical Support. State will have access to InterAct's technical support personnel ("Technical Support") (24) hours a day, (7) days a week. Communications with Technical Support may be via telephone or e-mail. InterAct provides a single entry point of contact that routes requests/problems to the appropriate Technical Support. In addition to the support obligations listed above, InterAct shall provide the following support twenty (24) hours a day, seven (7) days a week: (a) pager support for Severity level issues; and (b) web-based support.

Technical Support Contact Points. The InterAct Technical Support personnel have the experience and training that allow us to provide optimal service to our customers.

The technical support personnel can be reached at the following phone number and portal address:

Phone: Toll Free – 800-274-2911; <https://Contractorsoftware.force.com/login>

## 3. SEVERITY LEVELS

The following chart depicts Severity Levels for problem reporting and response plan requirement for ensuring timely restoration. The State intends to implement a problem reporting process that will include 1<sup>st</sup> and 2<sup>nd</sup> level help desk support. InterAct shall be responsible for 3<sup>rd</sup> level help desk support. Users will report software and system related problems to the State's help desk staff at which time they will attempt to resolve such problems within the guidelines established for both Level 1 and Level 2 Support. Level 1

Support shall mean call taking, ticket initiation, initial diagnostics, initial response and determination of the severity level of the reported problem. Level 2 Support shall mean diagnostics and problem resolution by a technical support engineer. Level 3 Support shall mean error correction to include bug fixes, service packs, workarounds or other corrective measures undertaken by InterAct’s software engineers. If not possible, the help desk will escalate to InterAct. The State’s help desk will designate which level of Severity applies based upon the below chart.

<b>Severity Level</b>	<b>Problem Type (if applicable)</b>	<b>Response</b>
Severity 1	Major system failure - application is unavailable for use by dispatchers and call takers at a specified dispatch center, RMS or help desk workstation.	Within 2 hours from receipt of notification – problems are acknowledged and appropriate personnel are assigned to and engaged in problem resolution with workaround or long term fix applied within 4 hours.
Severity 2	Significant system impairment – loss of critical operational component, but CAD/RMS work may continue to operate.	Within 2 hours from receipt of notification during normal business hours – may include workaround fix or full repair.
Severity 3	Technical questions, upgrades, intermittent problems, system problems being monitored by an InterAct software engineer, questions related to an identified problem, and work to be performed at a later time.	Within 24 hours from receipt of notification during normal business hours.
Severity 4	Scheduled maintenance and scheduled upgrades.	As scheduled.

#### 4. INTERACT ISSUES.

Software Maintenance covers any issue or problem that is the result of a verifiable, replicable error (InterAct will use all reasonable means to verify and replicate) in the Licensed Software ("Verifiable InterAct Issue"). An error will be a Verifiable InterAct Issue only if it constitutes a material failure by the Licensed Software to function in accordance with the applicable Licensed Software Documentation and is not the result of a modification to the Licensed Software not provided by InterAct or the combination of the Licensed Software with the State's equipment or software and/or third party software or equipment, unless such equipment or software was expressly specified in the Licensed Software Documentation for interoperability with the Licensed Software. Software Maintenance will only be available if the State has installed all updates and upgrades provided by InterAct. If Technical Support determines that the State’s problem is not caused by InterAct or its systems, equipment, or software, or is otherwise outside InterAct’s reasonable control, InterAct is not obligated to provide support under this Agreement. Nevertheless, InterAct will, if possible, offer suggestions as to how the State can remedy the problem. If InterAct determines that the issue or problems was not the result of a Verifiable InterAct Issue, InterAct may charge, and the State agrees to pay InterAct for its time and expenses at InterAct’s then current rates for out of scope support.

#### 5. ADDITIONAL SUPPORT.

Technical Support may also determine that the State’s request is a request for "Additional Support." Additional Support is any assistance not covered above. Examples of Additional Support include substantive questions regarding data or results, requests for Licensed Software customization, specialized training regarding use of the Licensed Software, custom documentation, and consulting. If InterAct believes that it can appropriately and effectively provide the requested services, it will do so at its then-current rates upon its standard terms.

## 6. CUSTOMER'S RESPONSIBILITIES.

- a. The State shall initiate all requests for support. A Representative of the State must be present at the location during the performance of any Software Maintenance if required. The State may add additional contacts to the list of Software Maintenance contacts named and identified on each Purchase Order.
- b. With respect to Licensed Software installed at the State's site, InterAct will provide all updates, upgrades, patches, and workarounds to the Licensed Software covered under this Agreement once made available. The State agrees to assist in the installation of such items. Any installation services requested by the State will be offered at InterAct's then-current rates.
- c. The State accepts sole responsibility for any compatibility problems between the Licensed Software and any other application software or non-current software programs not maintained or supported by InterAct.
- d. The State shall provide InterAct with secure high speed remote access with a static internet IP address, to all servers and work stations running Licensed Software, with firewall protection between the CAD network and the internet. The State will grant access rights to all InterAct personnel so designated in writing by InterAct as authorized by InterAct to need access rights. The VPN solution employed by the State must support the Cisco VPN client and/or the Windows VPN client.
- e. The State shall at all times maintain protection against network virus, worms and other external threats to the Licensed Software.
- f. It shall be the responsibility of the State to maintain all operating system and firmware updates, including version releases, patches and service packs for any third party software that has been installed by InterAct.

## 7. SUBMITTING A REQUEST / GETTING AN ANSWER.

At the time of the State's initial call or e-mail, please prepare to provide:

1. Contact name, company name and Licensed Software the State is using;
2. The type of browser (with release version) and hardware the State is using;
3. Telephone number and alternate method of contact (i.e. a pager number or email address);
4. A concise description of the State's problem or question;
5. The circumstances under which the problem does or does not occur; and
6. Specific error messages, error numbers, log files and program numbers.

For new cases, an InterAct Technical Support Specialist will use the following process to assist the State with a new case (problem):

1. Document the supplied information;
2. Document the State's questions or issues (symptom and function in which it occurs);
3. Answer the State's questions or have the State run tests to further identify and isolate the problem; and
4. Research the problem and provide resolution according to the aforementioned guidelines.

## 8. CESSATION OF SERVICES FOR LICENSED SOFTWARE.

As InterAct releases new versions, enhancements or upgrades of the Licensed Software, InterAct reserves the right to discontinue or modify the terms of the support described herein for all non-current versions. InterAct shall provide at least ninety (90) days notice of such discontinuance or modification; provided however, that

InterAct will continue to support the version immediately preceding the then-current version of the Licensed Software for a period of no less than twelve (12) months from the release of the then-current version.

#### 9. WARRANTY DISCLAIMER.

EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, INTERACT MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE SOFTWARE MAINTENANCE, AND INTERACT EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

#### 10. LIABILITY LIMITATION.

UNDER NO CIRCUMSTANCES WILL INTERACT BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL INTERACT OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE PURCHASE PRICE PAID BY THE STATE FOR THE SOFTWARE MAINTENANCE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSS. NEITHER PARTY WILL BE LIABLE FOR ANY DELAYS OR FAILURES IN PERFORMANCE DUE TO CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL THAT COULD NOT BE AVOIDED BY ITS EXERCISE OF DUE CARE. NOTWITHSTANDING THE FOREGOING PROVISIONS, INTERACT'S LIABILITY FOR ACTS OF GROSS NEGLIGENCE OR ACTS BY INTERACT EMPLOYEES IN THE PERFORMANCE OF MAINTENANCE AND PROFESSIONAL SERVICES BY INTERACT HEREUNDER RESULTING IN BODILY INJURY OR PROPERTY DAMAGE SHALL NOT BE LIMITED BY THE PROVISIONS OF THIS PARAGRAPH 10.

#### 11. Miscellaneous Provisions.

- a. Attachment. Each of the attachment listed below shall be incorporated into and shall for all purposes be deemed a part of this Agreement:

Attachment 1: CAD/Mobile [Platinum] [Gold] Tiered Support Program

Attachment 2: Statement of Work – NOC Program & Other Provisions

Attachment 3: Online University

Attachment 1  
CAD/Mobile  
[Platinum] [Gold]  
Tiered Support Programs

2018

All Product Services Package	GOLD	PLATINUM
Caliber Online University annual passes: <ul style="list-style-type: none"> <li>- Gold (8 sessions, 2 attendees per session)</li> <li>- Platinum (16 sessions, 2 attendees per session)</li> </ul>	8	16
Limited Training Assistance – assist with configuration & organizational changes (virtual)	✓	✓
Two admissions to 2018 Customer Conference Event <ul style="list-style-type: none"> <li>• Platinum/Gold customer name-tag</li> <li>• Platinum/Gold client appreciation reception</li> </ul>	✓	✓
Quarterly virtual meetings with client <ul style="list-style-type: none"> <li>• Customer Status &amp; Health Review</li> <li>• Current Status of Agency &amp; Needs</li> <li>• Product &amp; Ticket Satisfaction Reviews</li> </ul>	✓	✓
Bi-Annual onsite meeting with client <ul style="list-style-type: none"> <li>• May include product management, technician or executive staff</li> <li>• Will also include health checks</li> </ul>		✓
Up to 16 hours of Technical Services for minimal IT related needs to be performed remotely – (e.g. Caliber Software reload on new hardware)		✓

CAD	GOLD	PLATINUM
Database Backup review – Caliber will review and test backup processes twice annually (CAD) with offsite secure database storage.	✓	✓
<b>System Monitoring via NOC (CAD)</b> <ul style="list-style-type: none"> <li>• Monitor and Diagnose root cause of issues related to network, database, VMWare (make recommendations for resolution – work for us to resolve the issue is quoted) <ul style="list-style-type: none"> <li>○ Gold includes up to 50 sensors</li> <li>○ Platinum includes 50-150 sensors</li> </ul> </li> <li>• Enjoy Additional Services and Benefits <ul style="list-style-type: none"> <li>○ Access a custom dashboard of your IT infrastructure from your desk or mobile devices</li> <li>○ 24x7 Network Operations Center (NOC) staff monitoring</li> <li>○ Peace of mind that your infrastructure is being monitored 24x7</li> <li>○ IT System availability report</li> <li>○ Being told of an IT infrastructure issue before knowing it exists</li> </ul> </li> </ul>	✓	✓
Services for Caliber Software Upgrades (remote)	✓	
<b>Priority</b> Services for Caliber Software Upgrades (remote)		✓
<b>Caliber Map Update – Gold Package</b> <ul style="list-style-type: none"> <li>• CAD, Mobile and Standalone Maps - Caliber will create and provide all Map Packages to be updated and provided to the customer for distribution once per year (1 time per year). All ArcGIS updates are performed by the customer and then provided to Caliber for package creation.</li> </ul>	✓	
<b>Caliber Map Update - Platinum Package</b> <ul style="list-style-type: none"> <li>• CAD, Mobile and Standalone Maps - Caliber will create and provide all Map Packages to be updated and provided to the customer for distribution twice per year (2 times per year). All ArcGIS updates are performed by the customer and then provided to Caliber for package creation.</li> </ul>		✓
<b>CJIS Compliance Assessment (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Explanation of existing audit logging retention schedules</li> <li>• “Audit Trail” log files</li> <li>• Provide remote assistance for self-audit completion</li> </ul>	✓	✓
<b>CJIS Compliance Platinum Services (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Conduct remote compliance assessment with agency personnel</li> <li>• Provide agency with a compliance report including recommendations</li> </ul>		✓

MOBILE	GOLD	PLATINUM
Upgrade help guide with software executable for on-demand upgrades	✓	
<b>Priority</b> Services for Caliber Software Upgrades (remote) – assist agency staff with minor/major upgrades		✓
<b>CJIS Compliance Assessment (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Explanation of existing audit logging retention schedules</li> <li>• “Audit Trail” log files</li> <li>• Provide remote assistance for self-audit completion</li> </ul>	✓	✓
<b>CJIS Compliance Platinum Services (CAD &amp; Mobile)</b> <ul style="list-style-type: none"> <li>• Conduct remote compliance assessment with agency personnel</li> <li>• Provide agency with a compliance report including recommendations</li> </ul>		✓

- *Customer’s procurement of a Gold or Platinum Tiered Support Program for multiple products, i.e. CAD/Mobile and RMS, entitles Customer to one (1) “All Product’s Services Package”.*
- *Quotes can be provided for on-site assessments and assistance.*
- *All Travel for on-site visits are billed to client*
- *All Services included in the package must be utilized within the term of the tiered support subscription or they will be forfeited.*
- *Customer will receive Platinum/Gold Plaque*

*\*Detailed Statement of Work will be provided upon quote acceptance\**

## Attachment 2

### Statement of Work – NOC Program & Other Provisions

**System Monitoring via NOC (CAD)** [when purchased separately from the Platinum/Gold Tiered Support Programs, per prices set forth on Exhibit D-2 of the Contract]

- Monitor and Diagnose root cause of issues related to network, database, VMWare (make recommendations for resolution – work for us to resolve the issue is quoted)
  - NOC Monitoring Subscription (<50 Sensors)
  - NOC Monitoring Subscription (50-150 Sensors)
  - NOC Monitoring Subscription (150-300 Sensors)
- Enjoy Additional Services and Benefits
  - Access a custom dashboard of your IT infrastructure from your desk or mobile devices
  - 24x7 Network Operations Center (NOC) staff monitoring
  - Peace of mind that your infrastructure is being monitored 24x7
  - IT System availability report
  - Being told of an IT infrastructure issue before knowing it exists

### STATEMENT OF WORK FOR NOC PROGRAM

## 1. Introduction

This Statement of Work (“SOW”) defines scope, project services, deliverables, dependencies, assumptions and responsibilities of the Customer and Contractor for the implementation of the Scope of Work (the “Project”) defined below.

All services outlined in this SOW are offered and delivered based on and subject to the following assumptions and prerequisite, which are the sole responsibility of the Customer. Contractor shall not be responsible for any delays in project implementation and/or system performance problems if and to the extent that such delays and/or system performance problems result from the non-conformance of the Customer’s environment and personnel with such assumptions and prerequisites. Where Contractor personnel are requested to rectify non-conformance with such assumptions and prerequisites, the Customer will be charged for such services at time and materials rates separate from and in addition to the price quoted for the applicable services on the applicable Order Form.

The Contractor Network Operations Center (“NOC”) is a central IT infrastructure monitoring solution for law enforcement agencies IT infrastructures.

## 2. Scope of Work

The Scope defines the boundaries of the project, outlining what is included in the project based on the products and services purchased by the Customer. Anything not outlined below is outside the scope of this project.

Agencies that are a part of the NOC program will receive the following benefits:

- Proactive alert response of IT infrastructure failures
- Shorter time to resolution by early detection and action

- Customer dashboards for environment monitoring
- Weekly and monthly reporting of environment uptime and stability
- Increased system uptime
- Increased operational efficiency and productivity
- Proactive and rapid reactive support – via remote access, telephone helpdesk
- Monthly or weekly reports of issues
- Freed up staff that allow them to focus on agency needs and officer responsibilities

The following features and services are not included in the base program and are available under additional agreements:

- On site visits
- IT Infrastructure Issue Resolution beyond the Contractor Public Safety software
- Security vulnerability and penetration testing
- Security Consultation
- Software Upgrades outside of Contractor Public Safety Software (SQL Server, OS)
- Workstation support beyond Contractor Public Safety software
- OS Patching
- Networking Administration
- DBA Services including administration of backups or database tuning
- Hardware Repairs
- Hardware Planning
- Virtualization Consultation
- Performance Tuning and Analysis
- CJIS Consultation
- Strategic Planning
- Anything additional outside the Standard Software Maintenance Agreement

### **3. Scope of Services & Responsibilities**

This section defines the principle services and responsibilities of the Customer and Contractor for the implementation of the Scope of Work as set forth above. The scope of services in this SOW may be completed concurrently, sequentially, or non-sequentially as determined best by Contractor. Many project tasks are assigned to or dependent on Customer resources.

#### **3.1 Monitoring Services; Alert Services**

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Contractor-designated policies, which may be modified by Contractor or the Client as necessary or desired from time to time, with Contractor's approval. Initially, the policies will be set to a baseline standard as determined by Contractor.

### **4. Infrastructure Requirements**

#### **4.1 Software Installation**

Customer will be required to license and install Monitoring Software as set forth in Section 5.2 herein. Any additional installation services requested by the Customer will be offered at Contractor's then-current rates.

#### **4.2 Remote Access**

The Customer shall provide Contractor with secure high-speed remote access with a static IP address to all servers and work stations running Contractor software. The Customer will grant access rights to all Contractor personnel so designated in writing by Contractor as authorized by Contractor to need access

rights. The remote access must be in place prior to the beginning of the installation process. The Customer's failure to provide secure remote access is a material breach of the Agreement.

#### **4.3 Viruses and External Threats**

Virus and External threat monitoring are outside the scope of the NOC Program. The Customer is responsible for security monitoring. The Customer is also responsible for managing Antivirus (AV) software and applying operating system patches/service packs. Any aspect of security monitoring or prevention is outside the scope of the NOC project.

#### **4.4 Software Updates**

It shall be the responsibility of the Customer to maintain all operating system and firmware updates, including version releases, patches, and service packs for any third-party software.

#### **4.5 Bandwidth**

*Bandwidth requirements:*

The minimum available bandwidth between CAD workstations and the local bridge or CAD application server should be no less than 100mbps. The minimum bandwidth between a local bridge server and a remote CAD application server should be 10mbps up and down.

*Network Latency:*

Network latency should not exceed 50ms between the CAD station and the CAD application server

#### **4.6 Physical Security**

The Customer will be responsible for the establishment of procedures to provide physical site security for hardware and software systems, and their components. This security will include protection from losses caused by natural threats, forced entry, acts of violence, and internal sabotage. The Customer will be responsible for implementing procedures necessary to safeguard the integrity and security of the software and data used in this project from access by unauthorized persons.

#### **4.7 Network Security**

The Customer will be responsible for the establishment of procedures to provide security for its networks, hardware and software systems, and their components. This security will include protection from security threats entering the Customer's IT systems through the Internet or the Customer's internal networks.

#### **4.8 Contractor Users and Permissions Requirements**

##### **Windows Users**

- Each monitored server will have a "service account" with administrative permissions. The Monitoring Software will use this "service account".
- Maintenance and installations requires a user account (typically named Interact). This account also needs admin permissions on each server and workstation.

##### **SQL User**

- Each database server will have a SQL user account with administrative permission. This account needs DBO rights to each database in the Contractor system.
- The databases used vary depending on the products installed.

##### **Other Systems**

- Usernames and passwords will also need to be given for any other monitored devices such as routers/switches or Virtual Servers.
- Any monitored devices will have SNMP enabled.

## **5 Project activities**

### **5.1 Project Kick Off**

During the kick off the NOC project will be reviewed with the Customer and any questions will be answered. During the kick off Customer will provide the following information:

- A list of people that will have access to the monitoring dashboard;
- Email and phone numbers of agency contacts in the event that an incident is observed from the NOC; and
- A single point of contact that the Contractor NOC project team can contact with project related questions.

### **5.2 Monitoring Software Installation**

Customer will, with Contractor's remote assistance, be required to license and install the Monitoring Software at Customer's site. The Monitoring Software will send data to a central monitoring server via HTTPS located at Nlets.

#### **5.2.1 Port Forwarding on the Firewall**

TCP Port number 23570 will need to be open in order to pass information from the remote probe to the central monitoring server at NLETS. Additional ports may need to be opened locally on Customer's workstations and servers depending on Customer's configuration and version of Software.

### **5.3 Project Monitoring**

Once the Monitoring Software is installed, Contractor employees will monitor Customer's system twenty-four (24) hours a day, seven (7) days a week. During this time, the following actions will be taken when an event is observed:

- A system-generated alert and email sent by NOC.
- The NOC Team responds to the alert within minutes.
- Team member validates the alert.
- Team member communicates the alert to support and the agency point of contact.
- Team member enters a ticket, sets the priority, and directs the ticket to the correct resource within the support team to work on corrective actions.
- In a hosted environment, when 5 alerts or more show for different hosted agencies, a main triage ticket will be created and a notification will be sent to all hosted agencies.

## Other Provisions for NOC PROGRAM

### 1. **Definitions**

- 1.1 **“Confidential Information”** means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. Confidential Information of Contractor shall include, without limitation, the Services, the Software, Documentation, and any information with respect to the Services that Contractor may provide to Customer from time to time, including without limitation, the terms and conditions of this Agreement and all information disclosed by Contractor relating to the security of its facilities, computer systems and products.
- 1.2 **“Customer Software”** shall mean all enterprise software, including third party software, used by Customer as part of its information technology infrastructure that is required in order to use software licensed to Customer by Contractor.
- 1.3 **“Data”** shall mean Customer’s data and all other content transmitted, posted, received or made available to Contractor during the Term.
- 1.4 **“Intellectual Property Rights”** shall mean any proprietary right including, but not limited to, those provided under: (a) patent law; (b) copyright law; (c) trade-mark law; (e) design patent or industrial design law; or (d) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how.
- 1.5 **“Monitoring Software”** shall mean certain third party software required for Contractor to perform the NOC services set forth in the Platinum Plan that may require additional agreement by Customer to specific terms, in a document or online, as set out in [https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-license\\_en.pdf](https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-license_en.pdf) and [https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-general\\_en.pdf](https://hlassets.paessler.com/common/files/pdf/terms/paessler-terms-general_en.pdf) in order to use such third party software.

### 2. **Third Party Software**

- 2.1 **Grant of License.** Customer grants to Contractor a nonexclusive, nontransferable license to access and use the Customer Software during the Term solely for the purpose of providing the Services to Customer under this Agreement.
- 2.2 **Customer Warranty.** Customer warrants that it has all rights and authorizations necessary to grant Contractor the rights granted under Section 2.1 and it will not provide Contractor with access to any third party software for which Contractor does not have a valid right, license or sublicense to access and use for the purpose of this Agreement. Customer shall defend, indemnify and hold Contractor harmless from and against any and all damages, losses, liabilities, costs and expenses (including attorney’s fees) suffered or incurred by Contractor arising out of or related to any claims, demands, actions, suits or proceedings brought by a third party alleging that Contractor’s access and use of the Customer Software in accordance with the terms of this Agreement violates such third party’s Intellectual Property Rights or other proprietary rights.
- 2.3 It is acknowledged by the parties hereto that any Monitoring Software required to be downloaded by Customer is subject to the terms and conditions of the applicable license agreement for such Monitoring Software to be entered into directly between Customer and the owner/licensor of such Monitoring Software. Contractor makes no warranties, express or implied, with respect to the Monitoring Software, including, without limitation, their merchantability or fitness for a particular purpose and Contractor accepts no liability of any kind whatsoever with respect to the Monitoring Software. Any warranty Customer has with respect to the Monitoring Software shall be solely provided by the Third Party Software licensor except where this Agreement may expressly state otherwise.
3. **System Monitoring via NOC.** Customer shall allow Contractor, at mutually agreed upon times, reasonable access to the Customer Software and Customer facilities for the purpose of performing the NOC services set forth in the Platinum Plan.
4. **Confidential Information.** The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information, for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party’s

Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party.

In addition to any other restrictions on Contractor's use of the Data, the confidentiality obligations above apply except to the extent that both parties agree that the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data. Customer shall indemnify and reimburse Contractor in relation to all reasonable fees and other disbursements paid by Contractor to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Contractor's or Customer's request. Customer represents and warrants to Contractor that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data that may, at Customer's option, be stored in the Software.

Customer shall take all reasonable steps to protect the Confidential Information from unauthorized use, access and disclosure, which shall be no less than those efforts made by Customer to protect its own Confidential Information. Customer may disclose Confidential Information to its employees, consultants and vendors who have a "need to know" for the purposes of performing Customer's obligations under this Agreement, provided Customer shall execute appropriate written agreements with such employees and consultants sufficient to enable it to comply with all of the confidentiality provisions.

5. **Warranty.** Contractor warrants that it shall perform its services as described in the Agreement in a professional and workmanlike manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent contractors, and in accordance with the practice of the industry, exercising competent professional knowledge, judgment, and skill. Contractor's obligations hereunder and liability, if any, shall be limited to the Customer and no third party may make claims based upon the Agreement, regardless of the basis or legal theory of such claims.

**THIS IS A SERVICES AGREEMENT. APART FROM THE WARRANTIES NOTED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE OR OTHERWISE, REGARDING THE SERVICES OR ANY OTHER SOFTWARE OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HERewith. TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.**

6. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR, ITS AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES WHATSOEVER, WHETHER IN CONTRACT OR TORT (INCLUDING FUNDAMENTAL BREACH AND NEGLIGENCE), INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE, THE RESULTS OF USE, OR THE INABILITY TO USE THE SERVICES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORSEEABLE. CUSTOMER SHALL HAVE THE SOLE LIABILITY AND RESPONSIBILITY FOR PROTECTING ANY DATA USED IN CONNECTION WITH THE SERVICES.

IN NO EVENT SHALL CONTRACTOR'S MAXIMUM LIABILITY (WHETHER IN TORT OR CONTRACT, UNDER STATUTE OR OTHERWISE) WITH REGARD TO THIS AGREEMENT OR ANY PRODUCT(S) OR OTHER ITEMS FURNISHED IN CONNECTION WITH THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE FOLLOWING FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES: (I) THE ANNUAL PLATINUM PLAN FEE PAID BY CUSTOMER TO CONTRACTOR IN THE TWELVE (12) MONTHS PRECEDING A CLAIM SOLELY ATTRIBUTABLE TO THE SYSTEM MONITORING VIA NOC THAT GAVE RISE TO SUCH DAMAGES OR LOSSES; AND (II) THE AMOUNT OF MAINTENANCE FEES PAID BY CUSTOMER TO CONTRACTOR IN THE TWELVE (12) MONTHS PRECEDING A CLAIM OF THE SUPPORT AND MAINTENANCE SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES. THIS STANDARD SOFTWARE MAINTENANCE AGREEMENT STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND CONTRACTOR'S SOLE AND EXCLUSIVE RESPONSIBILITIES WITH RESPECT TO PLATINUM PLAN SUPPORT PROGRAM AND SOFTWARE MAINTENANCE OF ANY CONTRACTOR SOFTWARE.

CUSTOMER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY SET OUT IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF BARGAIN BETWEEN CONTRACTOR AND CUSTOMER AND CONTRACTOR WOULD NOT BE ABLE TO PROVIDE THE TRIAL SERVICES WITHOUT SUCH LIMITATIONS.

7. **Excused Performance; Force Majeure.** Neither Party shall be liable to the other party for any alleged loss or damages resulting from delays in performance (including for Contractor, loss or damages resulting from delivery of the Products being delayed) caused by any act of God, fire, casualty, flood, war, failure of public utilities, injunction or any act, exercise, assertion or requirement of governmental authority, earthquake, labor strike, riot, accident, shortage, delay in transportation or any other cause beyond the reasonable control of the party invoking this provision, and if such party shall have used its best efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.
8. **Exclusion of Certain Claims.** IN NO EVENT SHALL CONTRACTOR BE LIABLE (WHETHER IN TORT OR CONTRACT, UNDER STATUTE OR OTHERWISE) FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION AND THE LIKE, ARISING OUT OF ITS PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT OR THE USE, INABILITY TO USE OR RESULTS OF USE OF THE SOFTWARE, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Attachment 3**

Online University

Online University Annual Subscription (8 sessions, 2 attendees per Subscription)

Online University Annual Subscription (14 sessions, 2 attendees per Subscription)

Sessions will be available in a virtual environment and are limited to the number of staff specified per session and only for the confirmed subscriber. No refunds allowed. If a pre-paid session is cancelled within fifteen (15) days prior to session start date, a future occurrence credit will be issued for the same course or of equal or lesser value. There will be no refunds or credits issued for incomplete sessions. Network connectivity and system compatibility to participate in the virtual session is the responsibility of the subscriber.

**SCHEDULE 1 to EXHIBIT J**  
**COLOSSUS, INCORPORATED d/b/a INTERACT PUBLIC SAFETY SYSTEMS**  
**PROFESSIONAL SERVICES CONTRACT - EDS# H 28-10-1**

**RMS MASTER SUBSCRIPTION AGREEMENT**  
**(Other Indiana Governmental Entities)**

This RMS Master Subscription Agreement (this "Agreement") is made a part of, and incorporated into, the Professional Services Contract, as amended, between the State of Indiana acting through the Integrated Public Safety Commission ("IPSC") on behalf of the Indiana State Police ("ISP"), and for limited purposes, all Other Indiana Governmental Entities (the State, IPSC, ISP, and all other Indiana Governmental Entities may be collectively referred to as "the State") and COLOSSUS, INCORPORATED, a North Carolina corporation d/b/a InterAct Public Safety Systems ("the Contractor"), as amended by Amendments #1, 2, 3 and 4 (collectively, the "Contract"). Paragraph 4 of the Contract ("Guaranteed Most Favored Customer and Most Favored Terms") is fully applicable to this Agreement.

This Agreement shall apply to subscriptions to the Contractor's Online Record Management Services ("InterAct OnlineRMS") set forth on Attachment 1 to this Agreement, RMS [Platinum] [Gold] Tiered Support Program as set forth on Attachment 3 to this Agreement and Online University as set forth on Attachment 4 to this Agreement by Tippecanoe County Sheriff's Office, IN (the "Governmental Entity") pursuant to the QPA issued by the State using a properly executed Purchase Order referencing this Agreement, the Contract, and the QPA and by agreeing to be bound by all of the rights and obligations of the State under this Agreement and the Contract.

This Agreement controls and takes precedence over any and all standard terms, conditions, or policies which are now or may be posted on the website used to access the Services described below.

**1. DEFINITIONS.**

*"Online University"* means those services listed on the online university table on Schedule D-2 of the contract.

*"RMS [Platinum] [Gold] Tiered Support Program"* means those services listed on the RMS [Platinum] [Gold] Tiered Support Program table on Schedule D-2 of the Contract.

*"Services"* means the online, internet-based applications and platforms meeting applicable NIEM standards provided by the Contractor for use in law enforcement records management, on a subscription basis, including the RMS [Platinum] [Gold] Tiered Support Program and Online University services.

*"Governmental Entity Data"* means all electronic information submitted by the Governmental Entity while using the Services.

*"Purchase Order"* means the purchase order or other documentation executed by and delivered to the Contractor for the purpose of gaining access to the Services, as well as RMS [Platinum] [Gold] Tiered Support Program and Online University, consistent with this Agreement.

**2. INTERNET-BASED SERVICES.**

A. The Contractor grants to Governmental Entity the right to access the Services via the internet and use the Services as authorized in this Agreement, for its own purpose and operations. The Governmental Entity acknowledges that its access and use of the Services will be web-based only. The Services will be

hosted by the Contractor and accessed and used by the Governmental Entity through the use of the internet and the Governmental Entity's computers. The Services are a subscription, not a license.

B. The Governmental Entity will use the Services only as permitted by this Agreement, and shall not resell or sub-license the Services.

### **3. SERVICES PROVIDED.**

A. The Contractor will provide the Governmental Entity with the Services, which Services shall conform to NIEM standards. The Services shall meet functional requirements, configurations, and data sharing specifications agreed to in writing by the Contractor and the Governmental Entity in an agreed-to Statement of Work. The Statement of Work will identify requirements, configurations and data sharing specifications that will be available as part of the Services offered. No subscription for Services will become effective until the Governmental Entity and the Contractor have signed the Statement of Work and a Purchase Order has been issued.

B. The Governmental Entity may request additional functional requirement specifications, and such additional specifications must be detailed in a Statement of Work signed by Contractor and the Governmental Entity requesting the additional functionality. No request for additional functionality from the Governmental Entity shall become effective until it and the Contractor have signed a Statement of Work and a Purchase Order has been issued.

C. The Governmental Entity agrees that a minimum of five (5) concurrent users is required to activate a subscription.

D. The Services shall be available 24 hours a day, 7 days a week, 365 days a year at a rate of 99.5% uptime. The Contractor will provide the Governmental Entity with no less than two weeks actual notice of any standard maintenance downtime and a detailed release notice. Contractor will, to the best of its ability, provide the Governmental Entity with as much notice as possible for any emergency down-time that may be required.

E. The annual subscription fees include standard service level support. The Governmental Entity has the option, for an additional fee, to elect i) Enhanced; or ii) Premium service level support, which service levels are set forth on Attachment 2 to this Agreement.

F. The Services includes all enhancements and upgrades. The Contractor will give the Governmental Entity no less than two (2) weeks actual notice of upgrades and enhancements, during which time the Governmental Entity will have the opportunity to test and verify the functionality of such upgrades or enhancements. Web-based training sessions and demos shall be made available and are included as part of the Services at no additional charge.

G. The Contractor shall not purge or delete any Governmental Entity Data except upon written authorization from the Governmental Entity. The Services include secure data storage of 0.75 GB per concurrent user per year for the duration of the Contract. Secure data storage requirements in excess of this allocation shall be billed at \$20.00/GB/year.

H. Annual RMS [Platinum] [Gold] Tiered Support Program. In consideration of the State's payment of Annual [Platinum] [Gold] Tiered Support Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual [Platinum] [Gold] Tiered Support Program in accordance with the Annual [Platinum] [Gold] Tiered Support Program set forth in Attachment 3, attached and made a part hereof, subject to the terms and conditions of this Exhibit J. All services set forth in Attachment 3 must be utilized within the

annual term associated with the Annual [Platinum] [Gold] Tiered Support fees paid or they will be forfeited.

I. Online University. In consideration of the State's payment of Annual Online University Subscription Fees set forth in the Contract, Exhibit D-2, InterAct shall provide the Annual Online University program in accordance with the Annual Online University program set forth in Attachment 4, attached and made a part hereof, subject to the terms and conditions of this Exhibit C. All services set forth in Attachment 4 must be utilized within the annual term associated with the Annual Online University Subscription Fees paid or they will be forfeited.

**4. TERM AND RENEWALS.** A subscription to the Services commences on the date a Purchase Order is accepted by the Contractor and the Services are made available to the Governmental Entity for one (1) year, unless otherwise set forth on the Purchase Order. After the initial term, this Agreement will automatically renew for successive one-year renewal terms. The annual fee for each renewal is payable in full prior to the start of the renewal term and is non-refundable except as provided in paragraph 5 C, below. Either party may terminate a subscription by notifying the other party in writing ninety (90) days in advance of the end of the then current term. Any such early termination shall only become effective upon the expiration of the then-current service term. In no event shall any termination relieve the Governmental Entity of the obligation to pay any fees payable to Contractor for the period prior to the date of actual termination of the Services.

**5. PAYMENT FOR SERVICES.**

A. The annual subscription fees, annual [Platinum] [Gold] Tiered Support fees, and annual Online University fees are set forth on Exhibit D-2, and are payable in advance (as allowed by IC 4-13-2-20 (b) (3), (4), and (14)) in full prior to the initiation or annual renewal of Services. The annual subscription fee includes all hosting services, maintenance, support, upgrades and enhancements.

B. The failure of any Other Indiana Governmental Entity to make payment as required by its Purchase Order shall not be deemed a failure or breach by any other Indiana Governmental Entity or by the State. The Contractor shall look solely to the defaulting Indiana Governmental Entity for relief.

C. If the Governmental Entity terminates this Agreement or any pre-paid subscription for cause, the Governmental Entity may deduct or offset the pro-rated pre-paid subscription fees from any other payments due the Contractor.

**6. CONTRACTOR'S WARRANTIES.** The Contractor warrants and represents as follows:

A. Ownership. The Contractor is the owner of the Services or otherwise has the right to enter into this Agreement with the Governmental Entity to use the Services without violating any rights of any third party, and there is no actual or threatened suit by any such third party based on an alleged violation by the Contractor.

B. Business Requirements. The Contractor is aware of the Governmental Entity's requirements and intended uses for the Services. The Contractor warrants that the Services when configured in accordance with the applicable Statement of Work will substantially perform the functions as described therein.

C. Location of Governmental Entity Data within the United States. All of the Governmental Entity Data will be housed within the United States, and all systems administrators associated with this Agreement shall be located within the United States.

D. Security. The Contractor maintains its data security procedures as part of an information privacy, security policy and compliance plan consistent with Ind. Code§ 24-4.9-3-3.5. During the term of this Agreement, the security measures will not be less than those presented to the State. The Governmental Entity and the Contractor shall review these security measures on a regular basis and shall update them to conform to then-current industry standards. The Contractor warrants that the Services will comply with applicable CITS security policies and meet all applicable NIST standards. The Contractor will provide the Governmental Entity, on request, with results of FISMA compliance audits, SAS70 Type II audits, and ISO 27001 and 27002 audits.

E. Access to the Governmental Entity Data. The Contractor will not insert or activate any disabling codes or viruses into the Governmental Entity Data. The Contractor will not allow its employees to access the Governmental Entity Data except to facilitate the Services. The Contractor will perform a background check on its employees, including a review of the individual's criminal history (if any) on any individual it give access to the Governmental Entity Data. The Contractor will not grant access to the Governmental Entity Data if the background check or other information in the Contractor's possession would lead a reasonable person to suspect that the individual has committed identity theft or otherwise misused third party data or that the individual presents a threat to the security of the Governmental Entity Data.

F. Privacy. The Contractor will not share or disclose the Governmental Entity Data unless authorized in writing by the Governmental Entity to do so. The Contractor will not collect or disclose information on the Governmental Entity's individual users. The Contractor shall notify the Governmental Entity prior to disclosing to any third party information contained in its access logs. The Contractor shall notify the Governmental Entity prior to disclosing to any third party information contained in its access logs. The privacy obligations under this paragraph are in addition to the obligations of the Contractor set forth in paragraph 10 below ("Property and Ownership Rights - the Governmental Entity").

G. Protection against Misuse and Notification. The Contractor is aware of, and will comply with, all applicable federal and state laws and regulations regarding access to or use of the Governmental Entity Data. Should the Contractor become aware that any of the Governmental Entity Data was or may have been acquired by an unauthorized person, the Contractor shall immediately notify the Governmental Entity, the Indiana Attorney General's Identity Theft Unit, and appropriate Federal authorities of any suspected misuse or security breach, shall conduct prompt investigations of alleged misuses or security breaches, and shall cooperate fully with the designees of the State or Federal authorities to investigate suspected misuse(s) or security breach(es), and/or to address related issues and concerns. The Contractor shall be responsible for paying the costs of all notices required to be given under federal or state law, including Ind. Code§ 4-1-10 and Ind. Code§ 24-4.9-3 unless the unauthorized disclosure was caused by the Governmental Entity. The remedies and obligations set forth in this subparagraph are in addition to any others the Governmental Entity may have.

## **7. INTELLECTUAL PROPERTY INDEMNIFICATION.**

A. The Contractor shall defend the Governmental Entity from and against any and all third-party claims, demands, suits or causes of action arising from or relating to any alleged or actual infringement by any Services of any third-party intellectual property right (an "Indemnified Claim") and pay the damages and costs finally awarded against the Governmental Entity or agreed upon in settlement in such actions, provided (i) the Governmental Entity notifies the Contractor in writing promptly upon learning that such a claim may be asserted, but in any case not later than ten (10) business days after the Governmental Entity receives notice of such lawsuit; (ii) subject to I.C. § 4-6-2 and I.C. 34-13-3 (the Indiana Tort Claims Act), the Governmental Entity grants the Contractor sole control over the defense of such claim and any negotiation for its settlement or compromise; (iii) the Governmental Entity accepts any remedial actions

reasonably provided by the Contractor under subparagraph b, below; and (iv) the Governmental Entity provides such assistance as the Contractor reasonably requests.

B. In the event of a claim under this paragraph, the Contractor shall have the right to: (i) procure for the Governmental Entity the right to continue using the Services, (ii) replace or modify the Services so it becomes non-infringing, provided the functionality of the Services does not change in any material respect, or (iii) remove all or the infringing part of the Services and refund to the Governmental Entity the fees actually paid by the Governmental Entity for the infringing components of the Services.

**8. THE GOVERNMENTAL ENTITY'S RESPONSIBILITIES.** The Governmental Entity will be responsible for:

A. All activity occurring under its users' accounts;

B. The accuracy, quality, integrity, and legality of the Governmental Entity Data;

C. Risks associated with the Governmental Entity's use of others' data which may be accessed via the Services, the accuracy of which is not the responsibility of Contractor;

D. Abiding by all applicable laws in connection with the Governmental Entity's use of the Services;

E. Notifying the Contractor immediately of any unauthorized use of any password or account or any other known or suspected breach of security

F. Making payments as required under this Agreement;

G. Providing the computer equipment and knowledge sufficient to access the Services.

**9. PROPRIETARY RIGHTS - CONTRACTOR.** All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Services will remain the exclusive property of the Contractor or its licensors, whether or not specifically recognized or perfected under applicable law. The Governmental Entity will not take any action that jeopardizes the Contractor's proprietary rights. The Governmental Entity acknowledges and agrees that it acquires no rights in the subscription Services except as provided in this Agreement. The Contractor and its licensors, as applicable, will own all rights in any copy of the Services or any derivative work, including any improvements or developments. The Governmental Entity agrees to take, at the Contractor's sole expense, any actions reasonably requested by the Contractor to perfect such rights in the Contractor's or an applicable licensor's name.

**10. PROPERTY AND OWNERSHIP RIGHTS - THE GOVERNMENTAL ENTITY.**

A. The Governmental Entity retains all right, title and interest in and to the Governmental Entity Data, which at all times is the exclusive property of the Governmental Entity. Without the Governmental Entity's prior written consent, the Contractor will not access or use the Governmental Entity Data other than as necessary to provide the Services, and will not give any third party access to the Governmental Entity Data.

B. In the event that the Contractor receives a request, whether by subpoena, court order, or otherwise, from another government agency or any third party to disclose the Governmental Entity Data, the Contractor shall immediately notify the Governmental Entity, and reasonably cooperate with the Governmental Entity in any effort to seek a protective order or otherwise to contest such required disclosure, at the Governmental Entity's expense.

**11. AUDIT.** The Contractor reserves the right to perform an annual audit on the Governmental Entity's use of the Services to determine the actual number of concurrent users accessing the Services per subscription during the term of the previous year. If an annual audit reveals that concurrent usage has been exceeded more than six (6) times per subscription, the Contractor will propose that additional subscriptions be acquired. The Governmental Entity will either purchase additional subscriptions or better manage the use of its existing subscriptions. If excess use is shown on a succeeding year's audit, the Contractor may adjust the annual subscription fee accordingly.

**12. LIMITATION OF LIABILITY.** The Contractor shall not be responsible for any special, indirect, or consequential damages.

**13. TERMINATION FOR CAUSE.** If, pursuant to the payment provisions in Section 5, the State is more than 60-days late, Contractor can change the State's access to "read-only" and if applicable, suspend the RMS [Platinum] [Gold] Tiered Support Program and Online University until such time as the State resolves its outstanding payment due. If State terminates this Agreement while in read-only access, then State must pay full amount of past due subscription fees prior to the return of the data to the State under Section 14.

**14. CONTRACTOR'S OBLIGATIONS UPON EXPIRATION OR TERMINATION.**

A. At the expiration or termination of this Agreement or any subscription, the Contractor shall provide the Governmental Entity with an electronic copy of its incident-related Governmental Entity Data in a mutually agreed-upon industry standard format based on NIEM standards. If the Governmental Entity requests non-standard conversion of the Governmental Entity Data, the Contractor will provide conversion at a price agreed upon by the parties. There is no limit on how long the Governmental Entity has to make the request for extraction of the data; however, the Governmental Entity shall pay then current rates for storage fees of the data to the Contractor. The Contractor shall not purge or erase the Governmental Entity Data until it has provided the Governmental Entity with such electronic copy.

B. After the Governmental Entity has acknowledged acceptance of the Governmental Entity Data in the agreed-upon industry standard format, the Contractor shall destroy or delete the Governmental Entity Data so that no copy of the Governmental Entity Data can be accessed or restored in any way.

**15. RMS [Platinum] [Gold] Tiered Support Program Services.** The RMS [Platinum] [Gold] Tiered Support Program Services set forth in Attachment 3 are subject to the terms and conditions of this Agreement. InterAct shall provide the RMS [Platinum] [Gold] Tiered Support Program in accordance with the RMS [Platinum] [Gold] Tiered Support Program table set forth on Attachment 3.

**16. Online University.** The Online University set forth in Attachment 4 are subject to the terms and conditions of this Agreement. InterAct shall provide the Online University in accordance with the Online University table set forth on Attachment 4.

**17. Miscellaneous Provisions.**

- a. Attachment. Each of the attachments listed below shall be incorporated into and shall for all purposes be deemed a part of this Agreement:

Attachment 1 - Subscription Services

Attachment 2 - InterAct Online RMS Standard Support SLA Attachment 3 - RMS [Platinum] [Gold] Tiered Support Program Attachment 4 - Online University

**ACKNOWLEDGEMENT AND AGREEMENT**

The party signing below represents and warrants that: (i) he/she is an authorized representative of the Governmental Entity identified below; (ii) he/she is ordering off the QPA on behalf of the Governmental Entity and that such purchase has been duly authorized by the Governmental Entity; (iii) he/she has read the terms and conditions of this Agreement, the Contract and the QPA and is authorized to agree to such terms and conditions on behalf of the Governmental Entity; and (iv) the Governmental Entity shall be liable to InterAct for all obligations of such Governmental Entity related to its exercise of its purchase rights under this Agreement, the Contract and the QPA, including the obligations to make timely payments to InterAct.

Accepted and Agreed to:

Tippecanoe County Sheriff's Office  
(the "Governmental Entity")

BY: \_\_\_\_\_

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

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

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

## **Attachment 1**

### **Subscription Services**

Per InterAct Quotation/Order Form No: Q-01295-2 (RMS Software and Services only), dated August 31, 2020 and Statement of Work signed contemporaneously with this Agreement.

**Attachment 2**

**InterAct Online RMS Standard Support SLA**

<b>Severity</b>	<b>Severity Description</b>	<b>Standard Support</b>	<b>Enhanced Support</b>	<b>Premium Support</b>
Priority 1 - Critical	<ul style="list-style-type: none"> <li>▪ The problem critically impacts the Client's ability to do business (mission critical usability problems)</li> <li>▪ The system is down/inaccessible</li> <li>▪ Results in corruption or loss of data</li> <li>▪ No known workaround or solution to the problem at the time the call is logged</li> </ul>	Same business day as report received	<b>30 minute response</b> business hour response via Phone Submission	<b>30 minute response</b> via Phone Submission
Priority 2 - Major	<ul style="list-style-type: none"> <li>▪ Prevents the use of an explicitly documented major function of the software</li> <li>▪ A significant number of users are unable to use the system.</li> <li>▪ EXISTING User logon issues</li> <li>▪ No known workaround or solution to the problem at the time the call is logged</li> </ul>	Same business day as report received	<b>2 hour response</b> business hour response via Phone Submission	<b>2 hour response</b> via Phone Submission
Priority 3 – Medium	<ul style="list-style-type: none"> <li>▪ It does not meet the criteria of a priority 1 or priority 2</li> <li>▪ Product does not work as explicitly documented</li> <li>▪ Non-mission critical usability issues (e.g. printing)</li> </ul>	8 business hour response	8 business hour response	8 business hour response
Priority 4 – Minor	<ul style="list-style-type: none"> <li>▪ It does not meet the criteria of previous priorities</li> <li>▪ The problem is minor and negligibly impacts the Customer's ability to do business. Routine priorities also include questions and/or general consultation.</li> <li>▪ Documentation errors</li> <li>▪ New user set-up</li> <li>▪ New instance/schema set-up</li> <li>▪ Data load (example: Citation codes)</li> <li>▪ Installation Issues/Access set-up (new user, new machine, new method)</li> </ul>	5 business day response	5 business day response	5 business day response

*Business Hours are Monday through Friday from 8:00am to 6:00pm EST except posted holidays.*



**CALIBER**  
Public Safety

**Attachment 3**  
**RMS**  
**[Platinum] [Gold]**  
**Tiered Support**

2429 Military Road, Suite 300 | Niagara Falls | NY | 14304

Phone: 716.297.8005 | Fax: 716.297.4499 | [www.caliberpublicsafety.com](http://www.caliberpublicsafety.com)

All Product Services Package	GOLD	PLATINUM
Caliber Online University annual passes	8	16
Limited Training Assistance – assist with configuration & organizational changes (virtual)	✓	✓
Two admissions to 2018 Customer Conference Event <ul style="list-style-type: none"> <li>Platinum/Gold customer name-tag</li> <li>Platinum/Gold client appreciation reception</li> </ul>	✓	✓
Quarterly virtual meetings with client <ul style="list-style-type: none"> <li>Customer Status &amp; Health Review</li> <li>Current Status of Agency &amp; Needs</li> <li>Product &amp; Ticket Satisfaction Reviews</li> </ul>	✓	✓
Bi-Annual onsite meeting with client <ul style="list-style-type: none"> <li>May include product management, technician or executive staff</li> <li>Will also include health checks</li> </ul>		✓
Up to 16 hours of Technical Services for minimal IT related needs to be performed remotely – (e.g. Caliber Software reload on new hardware)		✓
RMS	GOLD	PLATINUM
<b>Security Consultation – Annual Consultation Work per hour</b> <ul style="list-style-type: none"> <li>Additional consultation hours can be purchased as a professional service.</li> <li>Security consultation includes but is not limited to CJIS audit questions, hosting security questions, or security audits. (RMS)</li> </ul>	4	8
<b>RMS Upload attachment storage size increase in MB; (vs. the standard 10 MB).</b> <ul style="list-style-type: none"> <li>The file type limitation will remain in place. E.G. No audio or video files (RMS)</li> </ul>	20 MB	30 MB
Report Consultation – Up to 8 hours of Custom report development annually (RMS)	✓	✓
Specialized Agency NIBRS Clerk training on how to validate and generate a NIBRS compliant submission file from the Online RMS (Online Training – 2 - 4 hours) (RMS)	✓	✓
Technical configuration assistance to validate Online RMS Offense codes and NIBRS code tables (Online review 4 – 8 hours). (RMS)	✓	✓

- Customer's procurement of a Gold or Platinum Tiered Support Program for multiple products, i.e. CAD/Mobile and RMS, entitles Customer to one (1) "All Product's Services Package".
- Quotes can be provided for on-site assessments and assistance.
- All Travel for on-site visits are billed to client
- All Services included in the package must be utilized within the term of the tiered support subscription or they will be forfeited.
- Customer will receive Platinum/Gold Plaque

## **Attachment 4**

### **Online University**

**Online University Annual Subscription (8 sessions, 2 attendees per Subscription)**

**Online University Annual Subscription (14 sessions, 2 attendees per Subscription)**

Sessions will be available in a virtual environment and are limited to the number of staff specified per session and only for the confirmed subscriber. No refunds allowed. If a pre-paid session is cancelled within fifteen (15) days prior to session start date, a future occurrence credit will be issued for the same course or of equal or lesser value. There will be no refunds or credits issued for incomplete sessions. Network connectivity and system compatibility to participate in the virtual session is the responsibility of the subscriber.

**TIPPECANOE COUNTY, INDIANA  
ADDITIONAL TERMS AND CONDITIONS**

The attached and forgoing agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Colossus, Incorporated** (Contractor) is amended to incorporate by reference the following terms and conditions. Any provisions in the attached agreement which may be inconsistent with the following provisions shall be ineffective to the extent of any such inconsistency.

**Funding for a Multi-year Agreement** - In the event that the County is not able to obtain funding, after affirmatively requesting such funding, for the provision of the goods and or services to be provided in accordance with this Agreement, County may terminate this Agreement on thirty (30) days written notice to Contractor . In such event, County agrees that it shall reimburse Contractor for all expenses incurred under this Agreement before written notice of termination is received. Such charges, however, shall not exceed the total purchase price under this Agreement. Contractor and County understand that the funding for a multi-year agreement is done on a year-to-year basis, and this provision applies annually.

**E-Verify Employment Eligibility Verification** - In accordance with IC 22-5-1.7, if Contractor has any employees or subcontractors, and the E-Verify program as defined in IC 22-5-1.7-3 is in existence, **Contractor** shall enroll in and verify the work eligibility status for all of Contractor 's newly hired employees through the E-Verify program. Contractor shall not knowingly employ or contract with an unauthorized alien, nor shall Contractor retain an employee or contract with a person that **Contractor** subsequently learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that Contractor has enrolled and is participating in the E-Verify program;
2. Provide documentation to County substantiating that Contractor has enrolled and is participating in the E-Verify program; and
3. Sign and deliver to County an affidavit affirming that Contractor does not knowingly employ an unauthorized alien.

Contractor shall require all subcontractors, who perform work under this contract, to certify to Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of each subcontract.

County may terminate the contract immediately if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified thereof by County or another state agency or political subdivision. In accordance with IC 22-5-1.7, any challenge by Contractor to a termination pursuant to this provision must be made in Tippecanoe County Superior or Circuit Court not later than twenty (20) days after Contractor receives notice of such termination.

**Contract Reporting Requirements** - Contractor understands and acknowledges that the County

is a "public agency" within the meaning of Indiana's Access to Public Records Act and, as such, the agreement or other contract between the parties may be subject to disclosure as a public record under IC 5-14-3. Contractor further understands and acknowledges that, under IC 5-14- 3.8-3.5, if the amount to be paid during a calendar year by the County under the contract exceeds fifty-thousand dollars (\$50,000), the County will be required to scan and upload the digital image of the contract to the "Indiana transparency Internet web site."

**Anti-Nepotism Requirements** - Contractor hereby certifies either: a) Contractor is not a relative of an elected official (as defined by IC 36-1-21) of Tippecanoe County and is not a business that is wholly or partially owned by a relative of an elected official of Tippecanoe County; or b) the requirements set forth in IC 36-1-21-5(b) have been satisfied.

**Billing:** For amounts specified in Exhibit B to the agreement entered into between the County, City of West Lafayette and Purdue University attributable to services or software provided to Purdue or to the City of West Lafayette, Contractor agrees to invoice Purdue or West Lafayette directly and agrees to notify the County promptly in the event of nonpayment. For clarification, the software and services purchased hereunder are purchased by and licensed to the County. Contractor agrees that County is authorized to allow the City of West Lafayette and Purdue University to have copies of and use the software and services in accordance with the terms of the State of Indiana Professional Services Contract EDS# H28-10-1, although the licenses and, as between the County and Contractor, ultimate payment responsibilities remain with the County.

**Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) the State of Indiana Professional Services Contract EDS# H 28-10-1, as amended from time to time, including each Schedule signed by Tippecanoe County as required for the purchase of the Licensed Software, Online Record Management Services, implementation services and annual Software Maintenance set forth on Quotation/Order Form #Q01295-2 dated August 31, 2020; (2) this Additional Terms and Conditions; (3) attachments prepared by the Contractor, including but not limited to, the Statement of Work and Quotation/Order Form #Q01295-2 dated August 31, 2020. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

ACCEPTED:  
TIPPECANOE COUNTY

ACCEPTED:  
COLOSSUS, INCORPORATED

20 N. 3rd St.  
Lafayette, IN 47901

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

## **EXHIBIT B**

Notes: Amounts due in Years 3-8 will be invoiced by Colossus on January 1 of the year.

Tippecanoe County E911 amounts will be paid out of funds made available through the Statewide 911 Fund.

Tippecanoe County will be responsible for Sheriff JMS, Sheriff RMS, and Prosecutor's Office.

West Lafayette will be responsible for West Lafayette Police Department

Purdue University will be responsible for Purdue Police Department

**BASE QUOTE WITH E911 FIRST FUNDS IN - OTHERS DELAYED ONE YEAR TO 2022**

Lafayette PD - CAD is NOT Included

Agencies	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Term Total
	2020	2021	2022	2023	2024	2025	2026	2027	
Tippecanoe County E911	1,532,660		81,457	81,457	81,457	81,457	81,457	81,457	2,021,402
Tippecanoe County Sheriff - JMS			57,626	57,626	57,626	57,626	57,626	57,626	345,756
Tippecanoe County Sheriff - RMS			81,052	81,052	81,052	81,052	81,052	81,052	486,312
Tippecanoe County Prosecutor's Office			6,117	6,117	6,117	6,117	6,117	6,117	36,702
<del>Lafayette Police Department</del>									
West Lafayette Police Department			35,173	35,173	35,173	35,173	35,173	35,173	211,038
Purdue University Police Department			30,586	30,586	30,586	30,586	30,586	30,586	183,516
<b>Annual Payment</b>	<b>1,532,660</b>	<b>-</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>292,011</b>	<b>3,284,726</b>

**2,408,693**

<b>Total Project Breakdown</b>				
	<u>CAD</u>	<u>RMS</u>	<u>JMS</u>	<u>Total</u>
Tippe CO	\$ 2,021,404	\$ 351,643	\$ 345,757	\$ 2,373,047
West Lafayette		\$ 274,721		\$ 274,721
Purdue		\$ 247,249		\$ 247,249
Lafayette		N/A		\$ -
Prosecutor		\$ 43,955		\$ 43,955
	\$ 2,021,404	\$ 917,568	\$ 345,757	\$ 3,284,729
<b>8 Yr Avg</b>	\$ 252,675	\$ 114,696	\$ 43,220	\$ 410,591

<b>Total Project - Annual Ammortization Breakdown</b>					
	<u>CAD</u>	<u>RMS</u>	<u>JMS</u>	<u>Payment</u>	<u>Balance</u>
	\$ 2,021,404	\$ 917,568	\$ 345,757	\$ 3,284,729	\$ 3,284,729
<b>Year 1</b>	\$ (1,532,660)			\$ (1,532,660)	\$ 1,752,069
<b>Year 2</b>	\$ -	\$ -	\$ -	\$ -	\$ 1,752,069
<b>Year 3</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 1,460,057
<b>Year 4</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 1,168,045
<b>Year 5</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 876,033
<b>Year 6</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 584,021
<b>Year 7</b>	\$ (81,457)	\$ (152,929)	\$ (57,626)	\$ (292,012)	\$ 292,009
<b>Year 8</b>	\$ (81,459)	\$ (152,925)	\$ (57,625)	\$ (292,009)	\$ 0
	(\$0)	\$0	(\$0)	\$ (3,284,729)	

<b>RMS Annual Payment Breakdown</b>					
	<u>TIPPE CO</u>	<u>W Lafayette</u>	<u>Purdue</u>	<u>Prosecutor</u>	<u>Total RMS</u>
	53%	23%	20%	4%	100%
<b>Year 1</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Year 2</b>	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Year 3</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 4</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 5</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 6</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 7</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Year 8</b>	\$ 81,052	\$ 35,173	\$ 30,586	\$ 6,117	\$ 152,928
<b>Total Term</b>	\$ 486,311	\$ 211,041	\$ 183,514	\$ 36,703	\$ 917,568

## 9/8/20 Grant Requests

### **Permission to apply for Grant:**

- **HEALTH:** Applying for roughly \$90,000 from Indiana State Department of Health for HIV preventative program.
- **HEALTH:** Applying for assistance from Indiana State Department of Health for STD program.

### **Permission to Accept Grant:**

- **Commissioners:** \$250,000 from the Indiana Office of Community and Rural Affairs (OCRA) thru the federal funding of COVID-19 Response Program. The grant will be used to supply eligible applicants support for economic recovery activities including grants to retain Low-to-Moderate Income jobs. There will be a public hearing immediately after this commissioner meeting concerning this grant funding.

### **MOU/Contract:**

**Youth Services:** Three contracts for Tutors at Jefferson High School funded thru the JDAI 20-21 grant to provide tutoring to youth who are at risk of suspension or expulsion due to non-attendance at school.

**(see attached email if you want me to explain more documentation)**



# AIA<sup>®</sup> Document G701/CMa<sup>™</sup> – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT** (Name and address):  
885-Fairground Renovations  
1406 Teal Rd.  
Lafayette, IN 47905

**CHANGE ORDER NUMBER:** BP4 885-006  
**INITIATION DATE:** 8/18/2020

**OWNER:**   
**CONSTRUCTION MANAGER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO CONTRACTOR** (Name and address):  
Brenneco, Inc.  
2780 Conservation Club Road  
Lafayette, IN 47905

**PROJECT NUMBERS:** 885 / 885  
**CONTRACT DATE:** August 22, 2019  
**CONTRACT FOR:** 4M Plumbing

**THE CONTRACT IS CHANGED AS FOLLOWS:**

**EWO 885-107**

- Omit 4 ea. water coolers. Provide and install 2 ea. Elkay EZH2O Bottle Filling Station Surface Mount bottle fillers.

**Subtotal for EWO 885-107:** -<\$1,200.00>

**EWO 885-110**

- Relocate one hose bib in Area D to a T-wall.
- Change two hose bibs in Area D to frost proof.

**Subtotal for EWO 885-110:** \$1,080.00

**Total DECREASE for this Change Order:** -<\$120.00>

**CHANGE ORDER BP4 885-006 (EWO 885-107, 885-110)**

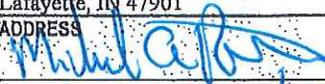
The original Contract Sum was	\$	<u>308,950.00</u>
Net change by previously authorized Change Orders	\$	<u>9,080.00</u>
The Contract Sum prior to this Change Order was	\$	<u>318,030.00</u>
The Contract Sum will be decreased by this Change Order in the amount of	\$	<u>120.00</u>
The new Contract Sum including this Change Order will be	\$	<u>317,910.00</u>

The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management	NA
CONSTRUCTION MANAGER (Firm name)	ARCHITECT (Firm name)
102 North 3rd Street	NA
Suite 201	
Lafayette, IN 47901	
ADDRESS	ADDRESS

	
BY (Signature)	BY (Signature)
Mike Roberts	NA
(Typed name)	(Typed name)
DATE: 08/19/2020	DATE: NA

Brenneco, Inc.	Tippecanoe County Commissioners
CONTRACTOR (Firm name)	OWNER (Firm name)
2780 Conservation Club Road	20 N. Third Street
Lafayette, IN 47905	Lafayette, IN 47901
ADDRESS	ADDRESS

	
BY (Signature)	BY (Signature)
Greg Brenneman	David Byers
(Typed name)	(Typed name)
DATE: 8-18-2020	DATE:



# AIA®

# Document G701/CMa™ – 1992

## Change Order - Construction Manager-Adviser Edition

**PROJECT (Name and address):**  
885-Fairground Renovations  
1406 Teal Rd.  
Lafayette, IN 47905

**CHANGE ORDER NUMBER:** BP5 885-001  
**INITIATION DATE:** 8/12/2020

**OWNER:**   
**CONSTRUCTION MANAGER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO CONTRACTOR (Name and address):**  
Denney Excavating, Inc.  
2050 S. Harding St.  
Indianapolis, IN 46221

**PROJECT NUMBERS:** 885 / 885  
**CONTRACT DATE:** March 12, 2020  
**CONTRACT FOR:** 5A-DEMOLITION

### THE CONTRACT IS CHANGED AS FOLLOWS:

#### EWO 885-115

- Crush concrete foundations and slabs from demolished buildings to leave on site for aggregate base.

Total **INCREASE** for this Change Order: **\$2,000.00**

The original Contract Sum was	\$	258,400.00
Net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	258,400.00
The Contract Sum will be increased by this Change Order in the amount of	\$	2,000.00
The new Contract Sum including this Change Order will be	\$	260,400.00

The Contract Time will be unchanged by Zero (0) days.  
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management  
**CONSTRUCTION MANAGER (Firm name)**  
102 North 3rd Street, Suite 201, Lafayette, IN 47901  
**ADDRESS**

NA  
**ARCHITECT (Firm name)**  
NA  
**ADDRESS**

**BY (Signature)**  
Mike Roberts  
**(Typed name)** **DATE:** 08/18/2020

**BY (Signature)**  
NA  
**(Typed name)** **DATE:** NA

Denney Excavating, Inc.  
**CONTRACTOR (Firm name)**  
2050 S. Harding St., Indianapolis, IN 46221  
**ADDRESS**

Tippecanoe County Commissioners  
**OWNER (Firm name)**  
20 N. Third Street, Lafayette, IN 47901  
**ADDRESS**

**BY (Signature)**  
Randy Denney  
**(Typed name)** **DATE:** 8/17/20

**BY (Signature)**  
David Byers  
**(Typed name)** **DATE:**

# **Document G701/CMa™ – 1992**

## **Change Order - Construction Manager-Adviser Edition**

<b>PROJECT (Name and address):</b> 885-Fairground Renovations 1406 Teal Rd. Lafayette, IN 47905	<b>CHANGE ORDER NUMBER:</b> BP3 885-005 <b>INITIATION DATE:</b> 8/12/2020	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>CONSTRUCTION MANAGER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR (Name and address):</b> Shepler Construction Company 720 Erie Avenue Logansport, IN 46947	<b>PROJECT NUMBERS:</b> 885 / 885 <b>CONTRACT DATE:</b> March 18, 2019 <b>CONTRACT FOR:</b> 3A - PRE-ENGINEERED METAL BUILDINGS	

THE CONTRACT IS CHANGED AS FOLLOWS:

**EWO 885-114**

- Provide and install green liner panel on the north interior wall of the Gallery from the top of CMU to the ceiling.

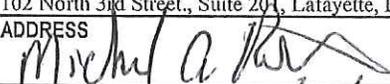
Total **INCREASE** for this Change Order: **\$14,400.00**

The original Contract Sum was	\$ 3,066,000.00
Net change by previously authorized Change Orders	\$ 38,075.00
The Contract Sum prior to this Change Order was	\$ 3,104,075.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 14,400.00
The new Contract Sum including this Change Order will be	\$ 3,118,475.00

The Contract Time will be unchanged by Zero (0) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

**NOTE:** This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.**

Tecton Construction Management <b>CONSTRUCTION MANAGER (Firm name)</b> 102 North 3rd Street., Suite 201, Lafayette, IN 47901 <b>ADDRESS</b>  <b>BY (Signature)</b> Mike Roberts (Typed name) <span style="float: right;">DATE: 8/21/2020</span>	NA <b>ARCHITECT (Firm name)</b> NA <b>ADDRESS</b> NA <b>BY (Signature)</b> NA (Typed name) <span style="float: right;">DATE: NA</span>
Shepler Construction Company <b>CONTRACTOR (Firm name)</b> 720 Erie Avenue, Logansport, IN 46947 <b>ADDRESS</b>  <b>BY (Signature)</b> Dave Shepler (Typed name) <span style="float: right;">DATE: 8/20/20</span>	Tippecanoe County Commissioners <b>OWNER (Firm name)</b> 20 N.Third Street, Lafayette, IN 47901 <b>ADDRESS</b> NA <b>BY (Signature)</b> David Byers (Typed name) <span style="float: right;">DATE:</span>

Area IV Public Transportation of Tippecanoe County

Program information:

Area IV Agency on Aging and Community Action Programs officially began its Tippecanoe County Transportation Program in January of 2020. The program is designed to provide Non-Emergency Medical Transportation to all types of medical related appointments as well as transportation to non-medical outings such as grocery shopping, banking, or any other type of trip. The Transportation Program is open to the public in the non-urbanized area of Tippecanoe County and is available to non-ambulatory individuals in the urbanized areas of Tippecanoe County. A one-way fare of \$5 is required for all riders under the age of 60. Riders age 60 and over are asked to make a voluntary donation to the program to help differ costs. Area IV Public Transportation of Tippecanoe County is located and dispatched from the Area IV Agency on Aging and Community Action Programs offices at 660 North 36<sup>th</sup> Street, Lafayette, IN. The program currently has a staff of 3 including 2 fulltime drivers and 1 manager/dispatcher. The program currently has 6 vehicles in its fleet. A maintenance contract is in place with City Bus of Lafayette to service and maintain the vehicles on a regular basis.

2<sup>nd</sup> Quarter update:

Area IV Public Transportation of Tippecanoe County's transportation services were suspended on April 1<sup>st</sup> 2020 and all employees put on temporary furlough when Area IV Agency on Aging and Community Action Programs was closed to the public due to the state shut down orders related to COVID-19. Services remained suspended until they began again on June 1<sup>st</sup> 2020. COVID-19 issues limited our opportunity for trips throughout the 2<sup>nd</sup> quarter. During June, the only month of operations in the 2<sup>nd</sup> quarter, Area IV Public Transportation of Tippecanoe County provided 46 one way trips. We continue to utilize several COVID-19 safety policies and procedures to provide the safest environment possible for our drivers and passengers. In an ongoing effort to reignite the program and to inform and educate the community about our services, we have continued our outreach/marketing program targeting businesses, churches, community centers, and civic organizations throughout Tippecanoe County.

Thank you for the opportunity to serve the residents of Tippecanoe County.

Area IV Public Transportation of Tippecanoe County



## TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner  
 Phone: 765-423-9225  
 Fax: 765-423-9203

Permit	Date	Property Owner <i>Improvement</i>	Address	Lot	Subdivision	Township	Key Number State Key Number
20-09	8/11/20	Carl & Rebecca Stevens <i>30x40 pole barn</i>	267 Dayton Rd		4-23-3	Sheffield	79-12-04-302-062.000-013
20-15	8/13/20	Wayne Blacker <i>Demo Existing 20x36 Structure</i>	9301 Main Street	90	Clarks Hill	Lauramie	150-01200-0039 79-16-23-382-008.000-008
20-16	8/25/20	Greg Blumhoff <i>16x20 Open Porch</i>	6307 Gallegos Drive	36	Hawks Nest 22-24-4	Tippecanoe	79-03-22-253-002.000-019
39281	8/3/20	Kent & Tricia Leuck <i>10x16 shed</i>	8439 Shepardson Creek Dr	12	Weathersfield 34-23-3	Perry	112-03404-0129 79-08-34-326-012.000-009
39282	8/3/20	Jen & Eric Garritson <i>20x44 inground diving pool/no slide/w/auto cover</i>	4611 Haven Ct	16	West Ridge 35-24-5	Wabash	134-08307-0044 79-02-35-176-020.000-023
39283	8/3/20	Toby Edmonds <i>16x32 inground pool/no slide or dive/w/auto cover</i>	4771 Saintsbury Ct	108	Hickory Ridge 15-22-4	Wea	146-05314-0299 79-11-15-352-003.000-031
39284	8/3/20	Tempest Homes <i>2 story/slab/AG/no deck or porch</i>	2779 Chivalry Dr	234	Avalon Bluff 15-22-4	Wea	79-11-15-477-040.000-030
39285	8/4/20	Paul & Emily Mishler <i>1 story/unfinished basement/AG/deck/no porch</i>	2914 SR225 E	2	Haas Minor SD 15-24-4	Tippecanoe	79-03-15-476-008.000-017
39286	8/4/20	James & Amy Arnold <i>12x26 inground pool/w/auto cover/no slide or dive</i>	2529 Mar Ruth Dr	59	Watkins Glen 11-23-4	Fairfield	106-04817-0020 79-07-11-251- . -
39287	8/4/20	Jason & April Pattee <i>30x48 pole barn</i>	4417 E 200 N		13-23-4	Fairfield	106-05000-0815 79-07-13-126-013.000-003
39288	8/5/20	Kevin Cunningham <i>13x30 leanto</i>	5127 Old US231 S	9	J&J 20-22-4	Wea	144-02301-0109 79-11-20-101-010.000-030
39289	8/5/20	Kody & Jill Keys <i>18x43 inground pool w/auto cover/no slide or dive/open porch</i>	3997 Scheck Ct	77	Watkins Glen 11-23-4	Fairfield	106-04823-0112 79-07-11-476-034.000-003
39290	8/6/20	Jeremy Slater <i>finish basement</i>	5931 Conkright Ln	11	Stanfield Ridge 8-23-5	Shelby	122-07205-0111 79-06-08-351-013.000-015
39291	8/6/20	Scott Bihlmire <i>20x40 detached garage</i>	3729 Gamble Ln		2-21-4	Lauramie	110-03800-0523 79-15-02-251-007.000-007
39292	8/6/20	Citation Homes <i>1 story/slab/AG/no deck or porch</i>	2957 Three Meadows Dr	3	Three Meadows 14-23-5	Wabash	79-06-14-155-033.000-023
39293	8/7/20	Tempest Homes <i>1 Story/Slab/AG/open porch/no deck</i>	434 West Big Pine Drive	220	Auburn Meadows 31-24-4	Wabash	79-03-31-251-076.000-023
39294	8/7/20	William Banks <i>24x24 master bath/bedroom addition</i>	1906 E 800 N		9-24-4	Tippecanoe	124-02201-0190 79-03-09-400-025.000-017



## TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner  
 Phone: 765-423-9225  
 Fax: 765-423-9203

Permit	Date	Property Owner <i>Improvement</i>	Address	Lot	Subdivision	Township	Key Number State Key Number
39295	8/7/20	Heath Mullen <i>12x88 Leanto</i>	8723 N 1000 E		12-24-3	Washington	138-00600-0011 79-04-12-100-009.000-027
39296	8/7/20	Teresa Stockton <i>14x30 shed w/6x14 open porch/200amp service</i>	8069 Old SR25 N		10-24-3	Washington	138-00400-0057 79-04-10-400-001.000-027
39297	8/7/20	Seth Aichinger <i>30x40 pole barn</i>	5915 Huston Rd		3-24-4	Tippecanoe	124-05300-0050 79-03-43-630-005.000-017
39298	8/10/20	Majestic Custom Homes <i>1 story/slab/AG/no deck/open porch</i>	2224 Scoria Ct	296	Stones Crossing 15-22-4	Wea	79-11-15-126-002.000-031
39299	8/10/20	Majestic Custom Homes <i>1 story/slab/AG/no deck/open porch</i>	2361 Dentelle St	307	Stones Crossing 15-22-4	Wea	79-11-15-126-002.000-031
39300	8/10/20	Majestic Custom Homes <i>2 story/slab/AG/no deck/open porch</i>	2336 Amethyst Pl	317	Stones Crossing 15-22-4	Wea	79-11-15-126-002.000-031
39301	8/10/20	Majestic Custom Homes <i>1 Story/Slab/AG/no deck/open porch</i>	5015 E 50 N		19-23-3	Perry	114-03800-0131 79-08-19-300-001.000-010
39302	8/10/20	Milakis Homes <i>1 story/slab/AG/no deck/open porch</i>	3413 Dolerite Ct	236	Stonehenge 34-24-5	Wabash	79-02-34-407-018.000-022
39303	8/10/20	KHI <i>1 Story/Unfinished Bsmt/AG/open porch/no deck</i>	5118 E 300 N	5	Archerville 6-23-3	Perry	112-00603-0059 79-08-06-351-005.000-009
39304	8/10/20	Carl & Sara Behnke <i>Interior Remodel of kitchen &amp; bath</i>	2525 Raintree Drive		23-23-5	Wabash	134-07300-0765 79-06-23-178-009.000-023
39305	8/10/20	Girls Scouts of Cental IN <i>9x24 Addition w/9x18 porch</i>	8439 SR26 E		27-23-3	Perry	112-02700-0074 79-08-27-100-004.000-009
39306	8/10/20	Lowell Stingley <i>48x80 pole barn/no electric</i>	6615 E 1200 S		29-21-3	Lauramie	110-02900-0037 79-16-29-200-001.000-007
39307	8/10/20	Rob Knowles <i>40x80 pole barn/no electric</i>	8503 SR26 W		14-23-6	Shelby	120-03100-0210 79-05-14-200-005.000-014
39308	8/11/20	Scott Crowell <i>40x64 pole barn/no electric</i>	7301 S 250 E		34-22-4	Wea	144-03700-0063 79-11-34-200-003.000-030
39309	8/11/20	Matt Bryan <i>14x21 deck</i>	3935 Shana Jane Dr	29	Watkins Glen 11-23-4	Fairfield	106-04814-0110 79-07-11-427-020.000-003
39310	8/11/20	Brad & Brandee Sommer <i>18x30 deck</i>	1724 Three Meadows Dr	28	Three Meadows 14-23-5	Wabash	79-06-14-155-028.000-023
39311	8/11/20	Mark Hutchison <i>16x32 above ground pool w/deck</i>	4353 Paulana Pl		Boland Heights 17-22-3	Sheffield	118-01600-0421 79-12-17-200-007.000-012



## TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner  
 Phone: 765-423-9225  
 Fax: 765-423-9203

Permit	Date	Property Owner <i>Improvement</i>	Address	Lot	Subdivision	Township	Key Number State Key Number
39312	8/12/20	Teresa Stockton <i>30x48 pole barn w/existing service</i>	8069 Old SR25 N		10-24-3	Washington	138-00400-0057 79-04-10-400-001.000-027
39313	8/12/20	Brent Childs <i>finish basement</i>	1268 Meadowbrook Dr	8	Meadowbrook 24-23-4	Fairfield	102-00603-0566 79-07-24-477-010.000-001
39314	8/12/20	Milakis Homes <i>2 storyslabb//AG/no deck/open porch</i>	3304 Dolerite Ct	260	Stonehenge 34-24-5	Wabash	79-02-34-407-042.000-022
39315	8/12/20	Thomas Jones <i>convert existing screen porch into sunroom</i>	337 W Big Pine Dr	202	Auburn Meadows 31-24-4	Wabash	79-03-31-251-058.000-023
39316	8/12/20	Citation Homes <i>1 storyslabb//AG/no deck/open porch</i>	1712 Twin Lakes Cr	50	Three Meadows 29-23-5	Wabash	79-06-14-100-009.000-023 112-02001-0070
39317	8/13/20	Stanley Cunningham <i>32x40 pole barn/no electric</i>	221 Pineview Ln		20-23-3	Perry	79-08-20-301-008.000-009
39318	8/14/20	David & Angela McMurray <i>Pole Barn w/open porch/200amp service</i>	7685 Adams Rd		9-22-3	Sheffield	118-00900-0296 79-12-09-251-003.000-012
39319	8/14/20	H & K Homes <i>1 Story/Slab/AG/no deck or porch</i>	9037 Mill Street	5 & 6	Stockwell 9-21-3	Lauramie	110-00900-0042 79-16-09-104-004.000-007
39320	8/14/20	Mark Burkhalter <i>40x56 pole barn w/existing electric</i>	1312 E 750 S		33-22-4	Wea	144-03600-0130 79-11-33-100-013.000-030
39321	8/14/20	Elaine & Mohamed Elseessy <i>16x57 mobile home</i>	4636 Jackson Hwy		9-23-5	Wabash	132-01400-0525 79-06-09-326-001.000-022
39322	8/17/20	GJ Gardner <i>1 story/partial finished basement/AG/deck/no porch</i>	948 Chepstow Ln	1	Abbingdon 24-23-6	Shelby	120-03500-0833 79-05-24-201-007.000-014
39323	8/18/20	Nancy Stone <i>32x48 unfinished pole barn/w/loft/finished farm office</i>	4217 SR28 E		24-21-4	Lauramie	110-04800-0018 79-15-24-100-011.000-007
39324	8/18/20	John Sanders <i>60x80 pole barn/w/open porch/new 200amp service</i>	7400 N 50 W	1	Hunley 18-24-4	Tippecanoe	124-03101-0015 79-03-18-326-001.000-017
39325	8/18/20	Tippecanoe County Villa <i>20x26 steel picnic shelter</i>	5307 N 50 W		30-24-4	Tippecanoe	126-06300-0140 79-03-30-400-002.000-018
39326	8/18/20	Old National Bank <i>temp sign 8/17/20-9/7/20/student checking banner</i>	3503 Paramount Dr		2-23-5	Wabash	134-06524-0067 79-06-02-276-006.000-023
39327	8/18/20	Todd & Mary Welch <i>Demo 45x62 barn</i>	9714 E 600 N		23-24-3	Washington	138-01600-0100 79-04-23-400-005.000-027
39328	8/19/20	Bill Thompson <i>30x40 pole barn w/open porch</i>	7615 Adams Rd		9-22-3	Sheffield	118-00900-0241 79-12-09-200-002.000-012



## TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner  
 Phone: 765-423-9225  
 Fax: 765-423-9203

Permit	Date	Property Owner <i>Improvement</i>	Address	Lot	Subdivision	Township	Key Number State Key Number
39329	8/19/20	Ted & Julie Boyce <i>remove deck/add sunroom</i>	6601 S 200 E		27-22-4	Wea	144-03000-0411 79-11-27-300-011.000-030
39330	8/19/20	Maribel Garcia <i>2 bedroom addition</i>	4352 Newcastle Rd		17-22-3	Sheffield	118-01600-0102 79-12-17-300-006.000-012
39331	8/20/20	George Kirts <i>24x51 attached garage</i>	8206 W 400 N			Shelby	120-05601-0030 79-01-35-476-003.000-014
39332	8/21/20	Dean Zimmerman <i>28x32 pole barn/no electric</i>	8630 Wildlife Ridge		23-22-6	Wayne	140-02600-0224 79-09-23-300-007.000-028
39333	8/24/20	John Sullivan <i>16x33 non-diving inground swimming pool w/auto cover/no slide</i>	7500 Mushroom Ln		Wintergate 21-23-3	Perry	112-02100-0806 79-08-21-200-008.000-009
39334	8/25/20	Stephen & Courtney Pierce <i>2 story/unfinished basement/AG/2 decks/no porch</i>	955 E 725 N		16-24-4	Tippecanoe	79-03-16-351-012.000-017
39335	8/26/20	Robert & Brenda Matson <i>30x48 pole barn/no electric</i>	8417 Walnut Ridge Rd		3-21-4	Lauramie	110-03900-0511 79-15-30-200-018.000-007
39336	8/26/20	Thompson Property Investments <i>interior remodel/upgrade 200amps</i>	28 Brazos Cr	47	Rolling Hills	Wea	146-05511-0180 79-11-17-251-069.000-031
39337	8/26/20	Ronald Scheffee <i>12x20 shed</i>	3430 S River Rd		27-23-5	Wabash	132-02800-0390 79-06-27-200-009.000-022
39338	8/26/20	Prithpal Gothra <i>14x20 addition/14x20 deck</i>	1328 Roundtable Dr	235	Hadley Moors	Wabash	134-08410-0128 79-02-36-403-007.000-023
39339	8/27/20	David & Rebecca Page <i>Deck</i>	4809 E Foxmoor Ln	54	Northridge 13-23-4	Fairfield	106-05019-0147 79-07-13-251-008.000-003
39340	8/27/20	Greg & Jeri-Jo Marshall <i>12x24 shed</i>	6938 Savannah Ct	11	Bren Bella 36-24-4	Wea	144-02801-0115 79-11-25-377-011.000-030
39341	8/27/20	Jordan Custom Homes <i>1 story/AG/no deck/open porch/slab</i>	1963 Gild Dr	2	Gild Estates 14-23-4	Fairfield	79-07-17-127-002.000-003
39342	8/31/20	Candice Dunn <i>14x18 deck</i>	502 Haw Ln	14	Hawthorne Ridge 31-24-4	Wabash	134-07902-0108 79-03-31-176-007.000-023
39343	8/31/20	Maribel Garcia <i>18x24 pole barn/ 12x40 porch (on house)</i>	4352 Newcastle Rd		17-22-3	Sheffield	118-01600-0102 79-12-17-300-006.000-012
E11098	8/3/20	Rodney Ball & Linda Corrigan <i>upgrade 200amp service</i>	3725 E 200 N	14	Hillwood Hamelt	Fairfield	106-05101-0131 79-07-14-227-001.000-003
E11099	8/3/20	Lamar Dutton <i>replace 200amp panel</i>	4725 Marimak Dr	17	Marimak Acres 36-24-4	Washington	138-03204-0179 79-03-36-251-017.000-027



## TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner  
 Phone: 765-423-9225  
 Fax: 765-423-9203

Permit	Date	Property Owner <i>Improvement</i>	Address	Lot	Subdivision	Township	Key Number State Key Number
E11100	8/4/20	Jay & Jennifer Lohmeyer <i>Re-energize 200amps</i>	9250 Pearl St		23-21-3	Lauramie	150-04400-0029 79-16-23-392-002.000-008
E11101	8/6/20	CC AT&T LLC <i>adding walk in cabinet w/ATS from existing meter/200amps</i>	600 SR28 W		18-21-4	Randolph	116-00900-0052 79-15-18-400-001.000-011
E11102	8/10/20	Angela McClure <i>Roof mounted solar system/200amp</i>	3306 N 750 E	8	Broadview 4-23-3	Perry	112-00401-0085 79-08-04-326-008.000-009
E11103	8/12/20	Dawna Whitus <i>repair from fire damage</i>	170 Tomahawk Ln	23	Tomahawk Heights 23-24-4	Tippecanoe	148-03700-0232 79-03-23-282-023.000-019
E11104	8/12/20	Peggy Beck <i>upgrade 200amps</i>	5994 E 50 S		2-23-3	Perry	112-03000-0379 79-08-30-276-005.000-009
E11105	8/12/20	City of Lafayette / Brad Talley <i>new 200amp service to lift station</i>	3008 E 200 N		10-23-4	Fairfield	106-04700-0280 79-07-10-400-060.000-003
E11106	8/14/20	Maples Corp <i>Re-energize 100amp</i>	50 Maples Park		2-23-5	Wabash	134-06500-0124 79-06-02-200-004.000-023
E11107	8/14/20	Luke Rohrman <i>install generator transfer switch/200amp</i>	5720 S 900 E		RR-22-3	Sheffield	79-12-47-790-034.000-012
E11108	8/17/20	Donald Nesbitt <i>upgrade to 400amps for corn dryer</i>	8502 US231 N		7-24-5	Shelby	120-01400-0018 79-02-07-100-002.000-014
E11109	8/18/20	Gary Boardman <i>Install Transfer Switch</i>	2100 Fieldstone Drive	79	Hickory Ridge 15-22-4	Wea	79-11-15-305-007.000-031
E11110	8/18/20	Thomas & Linda Hoffine <i>400amp upgrade</i>	1807 E 800 N		16-24-4	Tippecanoe	124-02900-0062 79-03-16-200-002.000-017
E11111	8/19/20	Jeff Jones <i>UPGRADE TO 400 AMP</i>	4136 Morehouse Road		36-24-5	Tippecanoe	79-02-36-351-003.000-023
E11112	8/19/20	Kent Moran <i>replace panel/200amps</i>	3002 Rosewood Dr	7	Green Meadows 15-23-5	Wabash	134-07205-0057 79-06-15-228-001.000-023
E11113	8/19/20	Mary Lucey <i>upgrade 200amps</i>	18 Country Aire Dr	25	Country Aire 29-23-3	Perry	112-02903-0069 79-08-29-126-006.000-009
E11114	8/20/20	Moss Creek HOA <i>100amp meter pedestal</i>	Next to 2881 Bentbrook		Moss Creek 9-23-5	Wabash	132-01402-0083 79-06-09-227-014.000-022
E11115	8/20/20	Mark Charles <i>install 400amp generator switch</i>	7 E 700 S		32-22-4	Wea	144-03500-0021 79-11-32-100-002.000-030
E11116	8/20/20	Nate Hendrick <i>new 200amp service to barn</i>	102 N 850 E		22-23-3	Perry	112-02203-0043 79-08-22-377-009.000-009



## TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner  
 Phone: 765-423-9225  
 Fax: 765-423-9203

Permit	Date	Property Owner <i>Improvement</i>	Address	Lot	Subdivision	Township	Key Number State Key Number
E11117	8/21/20	Don Scudder <i>replace 200amp panel</i>	818 S 775 E		28-23-3	Perry	112-02800-0117 79-08-28-400-005.000-009
E11118	8/24/20	David & Wanda Earlywine <i>remove riser/meter to re-side house</i>	1703 S 650 E		32-23-3	Perry	112-03200-0113 79-08-32-400-003.000-009
E11119	8/25/20	Forrest & Charlene Evans <i>new 100amp service to pole barn</i>	950 N 550 E		19-23-3	Perry	114-03800-0384 79-08-19-126-003.000-010

Permit Count: 88

**TIPPECANOE COUNTY PUBLIC LIBRARY**  
**REGULAR MONTHLY BOARD MEETING**  
**Tuesday, September 1<sup>st</sup>, 2020**  
McAllister Room B  
627 South Street, Lafayette, Indiana, 7:00 pm  
**7:00 p.m. PUBLIC HEARING - 2020 Budgets**

Call to order

Pledge of Allegiance

Approval of Minutes: August 4<sup>th</sup>, 2020

County Librarian's Report for September 2020

Approval of Personnel Actions September 1<sup>st</sup>, 2020

**COMMITTEE REPORTS**

Facilities

Finance

Personnel

Nominating

Foundation Liaison

Friends Liaison

**OTHER REPORTS:**

Friends of TCPL

TCPL Levy Rate

**OLD BUSINESS:**

**NEW BUSINESS:**

TCPL Background Check Policy

TCPL Fiscal Body

Automation Position

**OTHER BUSINESS:**

Approval of Claims

Comments from the Public

Comments from the Board

Comments from the Director

**ADJOURNMENT**

**TIPPECANOE COUNTY PUBLIC LIBRARY**

**REGULAR BOARD MEETING**

627 South Street, Lafayette, Indiana

**August 4, 2020**

**MINUTES**

Notice of the date, time, place and agenda for this meeting was posted in prominent public view at the Library and mailed to requesting media on Thursday, July 30, 2020 in conformity with the Indiana Open Meeting Act.

**PRESENT:**

Gail Summers, President  
Stephen Bultinck, Vice-President  
Mary Springer, Secretary  
Dave Lahr, Treasurer  
Mida Grover, Member  
Brandon Hawkins, Member

**ABSENT:**

Lora Goonewardene, Member

**GUESTS**

Jim Plantenga, Friends President  
Jos N. Holman, County Librarian

Board President Gail Summers chaired the regular Board meeting and called it to order at 7:05 p.m. A quorum was declared to conduct business for the library. President Summers directed Board Treasurer Dave Lahr to lead the Board in reciting the Pledge of Allegiance. He did so.

Board member Mida Grover moved the **Board Minutes** of July 7<sup>th</sup>, 2020 be approved as presented. Board Treasurer Dave Lahr provided a second. The motion passed.

Under the heading of the **County Librarian's Report**, Mr. Holman reported on several activities associated with library operations. Mr. Holman mentioned TCPL implemented a "greeting station" approach with the July 15<sup>th</sup> reopening and abbreviated hours. When assigned, TCPL staff members share information and expectations about the reopening guidelines. Library customers without masks on are offered masks free of charge. Most customers are cooperating with the request to wear masks. Downtown Youth and Reference staff members primarily staffed the station, but other departments will participate in the assignment in the future. A bookmark was developed to share the guidelines and provide current operational hours including hours for Wea Prairie. Mr. Holman commented on the grand opening celebration of Wea Prairie. He thanked the Board members for their attendance and also thanked everyone whose efforts helped make the day a success. Mr. Holman indicated the activity was a real culmination of all the recent behind the scenes work and two years of background work to make Wea Prairie a reality. The grand opening went fairly well, especially given the uncontrollable weather. The excitement created many positive comments and immediate use. So far, staff created 79 new library cards and 113 replacement cards. There are a few challenges to work through, i.e. YA shelving, errors in some bibliographic records and public

internet access. These items should be resolved by mid-August. Custom Cuts Lawn Care has been contracted to mow the lawn for the summer. Slowly, progress is being made on the StoryWalk Trail. We are in the process of getting cost estimates for earthwork for the trail. Finally, Mr. Holman stated TCPL held its annual meeting to discuss the mid-year review of the staff health insurance program. CIGNA representative Michele Vachon met with Human Resource Coordinator Steve Berman, insurance broker Jim Gothard and the County Librarian. Though it has been a costly claim benefit year, it is anticipated TCPL's health insurance renewal will have a reasonable increase in the 2021 premium.

Mrs. Grover moved to approve the August 4<sup>th</sup>, 2020 **Personnel Actions**. Board Vice President Stephen Bultinck provided a second. The motion passed.

Under the heading of **Committee Reports**, Board Treasurer Dave Lahr reported for the Finance Committee. Mr. Lahr reported the committee met and reviewed the draft 2021 Operating budget. By showing comparative years and expenditures through June 30, Mr. Holman explained the format of the budget, percentage increases in specific budget lines, and explanatory reasons for other changes. Committee members made suggestions about what was presented and commented on incorrect calculations. Also, under the heading of **Committee Reports**, President Summers reported for the Ad Hoc Strategic Plan committee. She shared the committee met and reviewed the proposals on hand. Initially, there was consensus on a specific proposal, but the committee anticipated receiving one more proposal. Also, the committee directed the County Librarian to check references on the proposal and also to ask a couple of cost related questions. The top two proposals were included in the Board packet for full discussion. Each committee member summarized their thoughts on the proposals. The County Librarian shared the results of the reference checks. The full Board further discussed the costs, advantages, and best fit for TCPL and ranked their first and second choice. In lieu of taking action under the heading of Old Business, Mrs. Grover moved to approve the Standerfer Consulting proposal, give the County Librarian the authority to award the contract and to engage the second choice if Standerfer Consulting does not accept the offer. Mr. Bultinck provided a second to the motion and the motion passed.

Under the heading of **Other Reports**, President Jim Plantenga reported for the Friends of TCPL. Mr. Plantenga shared donations continue to be accepted with the process utilizing the back loading dock. The Friends were planning a children's book sale for Saturday, August 22<sup>nd</sup>, however limitations by the Tippecanoe County Health Department have raised several concerns. The Friends are no longer sure if the sale slated for the Alabama Street storage building parking lot will take place. The book sale committee will hold a meeting to finalize its decision on this activity.

Also under the heading of **Other Reports**, Mr. Holman presented his observations on the activities for the grand opening celebration at Wea Prairie. He also solicited feedback from the Board regarding the celebratory activity. Several Board members offered mostly positive comments about what took place. Overall, given the timing of the weather, the ribbon cutting activity was successful. Finally,

under the heading of **Other Reports**, Mr. Holman used the video projector to share the draft version of the 2021 Operating Budget. Mr. Holman made several explanatory comments and pointed out year-to-date expenditures are not at the usual levels in most categories. He indicated the draft budget does not take in the maximum levy for 2021 and also library spending this year is obviously different this year than last year. Finally, Mr. Holman highlighted the comparison of the total budget amount year to year.

The Strategic Plan discussion anticipated to be held under the heading of **Old Business** was completed with the committee report of the Ad Hoc Strategic Plan.

There was no **New Business** to consider.

Under the heading of **Other Business**, Mr. Lahr moved to approve the grand total of the claims listing presented by the County Librarian starting with claim number 29933 through 30017. The prewritten claims were \$209,782.68 and the regular claims were \$202,483.63 for a grand total of \$412,266.31. Mr. Bultinck seconded the motion. The motion passed.

Under **Comments from the Director**, Mr. Holman informed the Board of two future action items. Both action items are based on recent changes in state law. First, the Board will need to consider and adopt a policy related to criminal background checks. Second, the Board will need to consider and adopt a resolution designating its fiscal body, then forward the information to the Indiana State Library. Both topics are fairly straightforward and initially will be considered at the Board's September meeting.

Mrs. Grover moved to adjourn the regular Board meeting at 8:04 p.m. Mr. Lahr seconded the motion. The motion passed.

---

Steve Bultinck, Vice President

EXHIBITS AND OTHER MATERIALS REFERENCED IN THESE MINUTES CAN BE INSPECTED AND COPIED IN THE ADMINISTRATIVE OFFICE, TIPPECANOE COUNTY PUBLIC LIBRARY, 627 SOUTH STREET, LAFAYETTE, INDIANA 47901-1470.

## County Librarian's Report

### September 2020

1. TCPL continues to make adjustments to factors connected to providing programs, services and resources to library users. Starting Tuesday, September 8<sup>th</sup>, TCPL will modify its hours by eliminating the "senior and others at risk" hour. With mask wearing, local school openings and the calculated building capacity, it seems TCPL can accommodate use by all ages during the 10:00 a.m. hour. If there are unanticipated consequences of this decision, TCPL will reconsider it.
2. The first collaboration between the Wea Prairie Branch and Wea Prairie Elementary took place on Thursday, August 13<sup>th</sup>, 2020, when two TCPL staff members participated in a school sponsored event. The Wea Ridge Elementary "*Meet the Kindergarten Teacher*". Staff spoke to an estimated 75 kindergarten students and their families. Staff members were able to create ten library card accounts, replace five lost cards, and renewed several library accounts as well. We anticipate more opportunities for collaboration will occur in the future.
3. As we move toward September, TCPL is ramping up to have a low-key Library Card Sign-Up Month. As all TCPL locations issue new library cards during the month, customers who receive new cards will be offered "Wonder Woman" themed bookmarks and stickers associated with celebrating the month. Usually during this month, TCPL also provides free replacement library cards instead of charging the \$1 replacement fee.
4. Regarding Facilities, the Klondike Branch is experiencing an unusual circumstance as part of the exterior of the building is losing siding. On the building's north side, strong winds or aging materials are impacting the esthetic look of the building and it seems to be challenging to find a good solution. TCPL is seeking analytical observations and cost quotes from local building and repair experts with the needed expertise. More information will be shared when it is known. Also on a Facilities related topic, TCPL has finally received soap dispensers for the main men and women's public restrooms at Wea Prairie. These items were overlooked in the original construction activity as owner provided and contractor installed. It is great to have this issue resolved. Finally, regarding Facilities and also connected to Wea Prairie, there is an unusual development related to the erosion of soil at the southwest corner of the retention pond. Options for corrective action may be an expense to TCPL. Details will be shared at the Board meeting.
5. With the retirement of Alison Moss at the end of October 2019, TCPL's Reference department has been without a full-time supervisor. New Head Reference Librarian, Victoria (Tori) Tracy started work on August 24<sup>th</sup> and has been training with the County Librarian during her first week. Tori's professional library experience covers public and academic libraries and includes a stint as a library director at a small public library in Illinois. Also a new Library Assistant will start in the Reference department on Monday, August 31. Carissa Yonan is a Purdue graduate who has worked with rare manuscripts and is planning to enroll in a remote learning MLS program.
6. Plans are being made for TCPL Staff Day which will take place on Monday, October 12<sup>th</sup>. One of the key aspects of the morning activity will include engaging work with strategic plan consultant, Amanda Standefer. Likely, activities this year will be shortened to spend less hours together in a large group, but we will still provide lunch for staff.
7. The County Librarian is in the process of completing an application with the Indiana Bond Bank (IBB). If successful, the application for a direct loan from the IBB will go toward the funding of a new vehicle to conduct outreach services with the community. The loan will also help maintain TCPL's tax rate in its debt fund.
8. The County Librarian completed the first step in the 2021 budget process by submitting the Notice to Taxpayers of the estimated 2021 budgets and maximum levy for the Operating and BIRF funds. By submitting the notice to Taxpayers, TCPL is allowed to hold its "public hearing" on the 2021 budgets. Next, we finalize the budget for adoption at the October 6<sup>th</sup> Board meeting.



# WEIGHTS AND MEASURES MONTHLY REPORT

State Form 44196 (R2/10-99)



## Indiana Division of Weights & Measures

2525 N Shadeland Ave., Indianapolis, Indiana 46219-1791

Office: (317) 356-7078 \* Fax: (317) 351-2878

[www.in.gov](http://www.in.gov)

Inspector: James M. Wolf

Jurisdiction: Tippecanoe County

Date: 16-Jul to 8/15/ 2020

INSPECTION ACTIVITIES	STATISTICAL			
	Correct	Rejected	Confiscated	TOTAL
<b>SCALES</b>				
Vehicle - State Police				
Vehicle - State Inspection				
Vehicle - City or County				
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	1			1
Hopper Scales				
Computing Scales	1			1
Suspension Scales				
Prescription Scales				
Gram Scales				
Non-Commercial Scales				
<b>MEASURING DEVICES</b>				
LPG Meters				
CNG Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Tests	382	34		416
High Flow Diesel Tests				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
<b>CALIBRATIONS AND TESTS</b>				
Commercial Weights				
Prescription Weights				
Wheel Weighers				
Test Weights				

### NARRATIVE

(Explain Miscellaneous Tests and Activities)

Lincare (Sagamore & Greenbush)

Ed Farrell Ginsing

30 Friendly Market Twyck - 30 Payless Maple Point -  
 30 Murphy (29pass-1Fail) - 36 TowerCorner (15pass-21  
 48 Circle K ParkEast (42pass-6fail) - 28 SuperTest  
 24 Marathon Saga - 24 Marathon Teal (14pass - 10Fail)  
 24 BP Teal Rd. - 24 GoLo Teal (21pass - 3fail)  
 37 SuperTest (33pass - 4 Fail) - 8 Newton Oil Fara (4p--  
 6 Newton Oil 30th (5pass - 1fail) - 24 Family Express U\$  
 7 Newton Oil 460E (4pass - 3fail) - 36 Family Express 3

Liquid Measures				
Linear Measures				
Miscellaneous				
<b>OTHER ACTIVITIES</b>				
Packages Checked				
Packages Controlled				
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
<b>GRAND TOTAL</b>	384	34	0	418

