

MEMORANDUM OF UNDERSTANDING

WHEREAS, the Courts of Tippecanoe County require a space where they are able to accommodate potential jurors during the jury selection process while maintaining appropriate social distancing measures during the COVID-19 outbreak; and

WHEREAS, Long Center, Inc. (“Long Center”) has a facility at 111 N. 6th Street, Lafayette, Indiana, in close proximity to the Tippecanoe County Courthouse with space it is willing to allow Tippecanoe County to use to accommodate potential jurors;

NOW THEREFORE THE PARTIES AGREE:

1. Long Center agrees that Tippecanoe County and the Courts of Tippecanoe County (“County”) may use the Long Center’s facility at 111 N. 6th Street, Lafayette, Indiana as a staging area to accommodate potential jurors during the jury selection process.

2. County will notify the Long Center not less than fourteen (14) days in advance of any dates it wishes to reserve for this purpose. The dates of use shall be weekdays between the hours of 7 a.m. and 7 p.m. or portions thereof and shall not include dates previously reserved by Long Center for other patrons. County may view previously reserve dates at:

<https://docs.google.com/spreadsheets/d/1zFZ6kg0CvkeVszCyh5sVXCUCkVqABxboeKJTstlUmjc/edit?usp=sharing>

3. The rent for each day County uses the Long Center facility shall be four hundred dollars (\$400 per day).

4. Long Center shall provide cleaning of the facility suitable to provide a safe environment for the potential jurors on the days of use and shall clean the facility after the jurors depart. County will be obligated to reimburse Long Center for the cost of such cleaning, however, the parties agree that for each day of use, the cost of reimbursement shall be not less

than one hundred and twenty-five dollars (\$125) per day and not more than four hundred dollars (\$400) per day.

5. Long Center shall provide two (2) technicians to service the sound and lights during use. The parties acknowledge that the technicians are compensated by Long Center at the rate of eighteen dollars (\$18) per hour and County shall reimburse Long Center for the cost of the technician's time at this rate.

6. Long Center shall invoice County on a monthly basis for amounts due under this agreement with itemization of said amounts. Such invoices shall be submitted to Tippecanoe County, attn: Judge Randy Williams, Tippecanoe Superior Court 1, 301 Main Street, Lafayette, IN 47901. County shall pay said invoices within 45 days of submission.

7. County agrees to indemnify and hold harmless Long Center for claims arising out of County's use of the facility. This agreement is intended for the benefit of Tippecanoe County and IU Health and is not intended for the benefit of any third party.

8. This agreement is not intended to create a joint venture between the parties nor is this agreement intended for the benefit of any third party.

9. Either party may terminate this agreement for cause or convenience upon sixty (60) days written notice to the other. Long Center shall honor reservations scheduled to take place during those sixty (60) days.

TIPPECANOE COUNTY

LONG CENTER

by: Tracy A. Brown, President
Tippecanoe County Board of Commissioners

by: John Hughey, President
Long Center, Inc.

Date: _____

Date: _____

