Tippecanoe County Board of Commissioners

Meeting
Monday, February 3, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

AGENDA

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES
Tuesday, January 21, 2020

Documents:

AGENDA020320MINUTESFROM012120.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. OPENING OF BIDS FOR COURTHOUSE COURTROOMS RENOVATIONS
Phase 2

VI. HIGHWAY- STEWART KLINE
2020 On Call Service Agreements

VII. CLERK- JULIE ROUSH
Professional Services Agreement with Capital Recovery Systems

Documents:

AGENDA02032020CLERKPROFESSIONALSERVICESAGREEMENTCAPITALRECOVERYSYSTEMS.PDF

VIII. COMMUNITY CORRECTIONS- JASON HUBER
MOU Services Agreement with Total Court Services
Remote Breath Monitoring System Services Agreement with Total Court Services
Software & Mobile Application Services Agreement with Total Court Services
Additional Terms & Conditions with Total Court Services

Documents:

AGENDA02032020COMMUNITYCORRECTIONSMOUTCSSERVICEAGREEMENT.PDF
AGENDA02032020COMMUNITYCORRECTIONSTCSBREATHSERVICESAGREEMENT.PDF
AGENDA02032020COMMUNITYCORRECTIONSTCSSOFTWAREMOBILEAPPSERVICESAGREEMENT.PDF
AGENDA02032020COMMUNITYCORRECTIONSTCSTERMSCONDITIONS.PDF

IX. GRANTS- SHARON HUTCHISON

X. AUDITOR- BOB PLANTENGA
2020 Continuing Disclosure Filings

XI. UNFINISHED/NEW BUSINESS

XII. REPORTS ON FILE
Building Commission
Park & Recreation
Low Cost Spay Neuter Clinic
Wabash River Enhancement Corporation (WREC)

Documents:

AGENDA02032020REPORTSONFILEBUILDINGCOMMISSION.PDF
AGENDA02032020REPORTSONFILELOWCOSTSPAYNEUTERCLINIC.PDF
AGENDA02032020REPORTSONFILEPARKANDREC.PDF
AGENDA02032020REPORTSONFILEWREC.PDF

XIII. PUBLIC COMMENT

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

Tippecanoe County Board of Commissioners

Meeting Minutes

Tuesday, January 21, 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 John Thomas.

I. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE** – President Brown called the meeting to order and lead the Pledge of Allegiance

II. **APPROVAL OF MINUTES** from Monday, January 6, 2020.

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

III. **ACCOUNTS PAYABLE VOUCHERS AND PAYROLL** – Paula Bennett:

The claims from January 8, 2020 through January 21, 2020, including payroll from January 10, 2020 were recommended for approval without exception.

- Commissioner Byers moved to approve the Accounts Payable Vouchers and Payroll as presented, second by Commissioner Murtaugh. Motion carried.

IV. **CLERK** – Julie Roush presented and recommended:

Professional Services Agreement with Pinnacle Mailing Products for maintenance of their check folder/sealer machine in the amount of $200 per year. The Clerks office writes over 700 checks a month and this will allow for timely repairs as needed.

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

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

Eliminate a Paralegal position (PAT III) and create a Legal Assistant position (COMOT IV) at a savings of $6,500 annually.

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

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

Permission to Apply for Grants:

A. From the Indiana State Department of Health for the County Health Department's Naloxone program. This for supplies only and there are no county funds involved with this grant.
   - Commissioner Byers moved to grant permission to apply as presented, second by Commissioner Murtaugh. Motion carried.

B. From the CASA for Kids Fund for up to $52,796 to fund a regular part time position, with benefits and individual insurance coverage.
   - Commissioner Murtaugh moved to grant permission to apply for the grant as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

A. From the Indiana Supreme Court Division of State Court Administration Adult Guardianship Office for the Tippecanoe County Circuit Court in the amount of $75,000. It is a matching grant to supplement Wabash Centers' Guardianship services. The MOU was signed earlier in the application process.
   - Commissioner Byers moved to accept the grant as presented, second by Commissioner Murtaugh. Motion carried.

B. From the Indiana Supreme Court for two grants to CASA: a $57,128 Matching Grant that is already in the budget and a $24,488 Capacity Building Grant to serve more children and eliminate the waiting list.
   - Commissioner Murtaugh moved to accept the grants as presented, second by Commissioner Byers. Motion carried.

C. Tom Murtaugh was credited with securing a $1,854 grant from the Indiana Department of Environmental Management for the Tippecanoe County Solid Waste Management District's solid waste reduction and community recycling programs.
   - Commissioner Byers moved to accept the funds as presented, second by Commissioner Murtaugh. Motion carried.

MOU/Contract

A contract with the Indiana State Department of Health for a Sudden Unexpected Infant Death (**SUID**) and Sudden Death in the Young (**SDY**) Case Registry. There are no funds associated with the contract and is for the mutual sharing of information about SUID and SDY.

VII. RESOLUTION 2020-04-CM

Authorizing Use of the Build Operate Transfer Project

Attorney Masson said that state law requires this authorization when a jurisdiction may want to use a "Design-Build-Finance" contract for procurement in stead of the traditional RFP, plan development and bid letting process. The state statute allowing this process has been in place since 2005.

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

VIII. RESOLUTION 2020-05-CM – David Hullinger, Chief Probation Officer

Transferring Vehicle to Tippecanoe School Corporation

The Probation Department received a used car from the Lafayette Police Department several years ago which now needs its transmission rebuilt. The Department wants to transfer the vehicle to the Career Academy at McCutcheon High School.

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

IX. RESOLUTION 2020-06-CM

Establishing a Commissioners' Sale for Properties Delinquent in Taxes that did not sell through the traditional tax sale. The sale will be done through SRI, the County's vendor, and each parcel will have a minimum bid of $50.

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

X. CONTRACT FOR ACCOUNTING SERVICES WITH BAKER TILLY

Removed from the Agenda

XI. CHANGE ORDERS – Tecton

A. Courthouse 5th Floor HVAC Project for additional Mechanical, Plumbing and Controls costs for a net increase of $32,038.
   - Commissioner Murtaugh moved to approve the change order as presented, second by Commissioner Byers. Motion carried.

Permission to Accept Grants funds:

A. From the Indiana Supreme Court Division of State Court Administration Adult Guardianship Office for the Tippecanoe County Circuit Court in the amount of $75,000. It is a matching grant to supplement Wabash Centers' Guardianship services. The MOU was signed earlier in the application process.
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   - Commissioner Murtaugh moved to approve the change order as presented, second by Commissioner Byers. Motion carried.

B. Fairgrounds Renovation Project for: 1) $11,500 increase for electrical switches and circuit breaker, and 2) $32,000 decrease for eliminating chasewayes and pulling of cable for some smoke detectors and fire alarms.

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

XII. UNFINISHED/NEW BUSINESS

-Kent Kroft, Chief Information Officer, introduced Molly Orellana who is the Department's new Service Desk Manager.

XIII. REPORTS ON FILE

-Tippecanoe County Public Library
-Crystal Creek Boarding Kennel
-Tippecanoe County Weights and Measures

XIV. PUBLIC COMMENT

-Jenny McGuire from the Extension Service stated that 13,080 youth had enrolled in 4H with 155 adult volunteers.

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 John Thomas, Recording Secretary

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Tippecanoe County Clerk** (hereinafter referred to as "Clerk") and **Capital Recovery Systems, Inc.** (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by Clerk and Contractor, and shall include these Terms and Conditions, the Attachments described herein and attached hereto, and any written supplemental agreement or modification entered into between Clerk and Contractor, in writing, after the date of this Agreement.

1.02 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, written or verbal, between Clerk and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by Clerk or Contractor which in any way modify, vary, alter, enlarge or invalidate any of the provisions and obligations herein stated. This Agreement may be amended and modified only in writing signed by both Clerk and Contractor.

1.03 In resolving conflicts, errors, discrepancies and disputes concerning the scope of the work or services to be performed by Contractor or other rights or obligations of Clerk or Contractor the document or provision thereof expressing the greater quantity, quality or scope of service or imposing the greater obligation upon Contractor and affording the greater right or remedy to Clerk, shall govern.

1.04 Any interpretation applied to this Agreement, by the parties hereto, by an arbitrator, court of law, or by any other third party, shall not be made against Clerk solely by virtue of Clerk or Clerk's representatives having drafted all or any portion of this Agreement.

1.05 This Agreement shall include, and incorporate by reference, any provision, covenant or condition required or provided by law or by regulation of any state or federal regulatory or funding agency.

1.06 This Agreement shall be construed under and governed by the laws of the State of Indiana.

SECTION II. DUTIES OF CONTRACTOR

2.01 The Contractor shall provide the services described in Attachment A, which is attached hereto and made a part hereof.

SECTION III. TERM

3.01 This Agreement shall be for a period of one year from the date of full execution by both parties, and shall renew automatically unless written notice is sent by either party terminating the agreement. All other terms and conditions of the agreement shall be as set forth herein, and may be amended only by written instrument signed by both Clerk and Contractor and attached hereto as an amendment.

SECTION IV. COMPENSATION

4.01 Contractor shall be compensated for services rendered under the Agreement. Payment will be in conformance with Attachment B to this Agreement.

4.02 Contractor shall submit a properly itemized invoice for services performed and expenses incurred under this Agreement and shall cooperate with and provide any other necessary information to Clerk. Clerk shall pay Contractor within thirty days after receipt of such properly itemized claim forms.

SECTION V. GENERAL PROVISIONS

5.01 Independent Contractor. The parties agree that Contractor is an independent contractor as that term is commonly used and is not an employee of. Tippecanoe County. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor. Contractor acknowledges that it is not insured in any manner by the Clerk for any loss of any kind whatsoever. The Contractor has no authority, express or implied, to bind or obligate the Clerk in any way.

5.02 Subcontracting. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement or the services to be performed hereunder without prior written approval of Clerk. In the event that Clerk approve of any such subcontracting, assignment or delegation, Contractor shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. Clerk shall have no obligation whatsoever toward such persons. Contractor shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Contractor of any responsibility for performing under this Agreement.

5.03 Necessary Documentation. Contractor certifies that it will furnish the Clerk, if requested, any and all documentation, certification, authorization, license, permit, or registration required by the laws or rules and regulations of the County of, Tippecanoe, other units of local government, the State of Indiana, and the United States. Contractor further certifies that it is now in and will maintain its good standing with such governmental agencies and that it is now and will maintain its license, permit, registration, authorization, or certification, as applicable, in force during the term of this Agreement. Failure of the Contractor to comply with this paragraph shall constitute a material breach of this Agreement.

5.04 Confidentiality of Clerk Information.

5.04.1 Contractor understands that the information provided to it or obtained from Clerk during the performance of its services is confidential and may not, without prior written consent of the Clerk, be disclosed to a person not in the Clerk's employ except to employees or agents of Contractor who have a need to know in order to provide the services. Further, Contractor's Work Product generated during the performance of this Agreement is confidential to Clerk. The failure to comply in all material respects with this section shall be considered a material breach of this Agreement. The obligations of this section shall survive the termination of this Agreement and shall be applicable to the full extent permissible under statutes governing access to public records. Confidential information shall not include information, that: (a) was known by Contractor at the time it was received; (b) is, as of the time of its disclosure or thereafter becomes, part of the public domain through a source other than Contractor; (c) is made known to Contractor by a third person who does not impose any obligation of confidence on Contractor with respect to such information; (d) is required to be disclosed pursuant to governmental authority, law, regulation, duly authorized subpoena or court order whereupon Contractor shall provide notice to the Clerk prior to such disclosure; or (e) information that is independently developed by Contractor without references to the confidential information.

5.04.2 Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the Clerk that is required to be kept confidential by Clerk pursuant to Indiana law except as contemplated by this section, clause (d).

5.05 Records; Audit. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of services under this Agreement. Contractor shall make such materials available at its offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under this Agreement for inspection by the Clerk or any other authorized representative of the Tippecanoe County, Indiana. Copies thereof, if requested, shall be furnished at no cost to the Clerk.

5.06 Ownership of Documents and Materials.

5.06.1 All documents, including records, programs, data, film, tape, articles, memos, and other materials, created or developed under this Agreement, shall be considered "work for hire" and the Contractor transfers any ownership claim to the Clerk and all such matters will be the property of the Clerk. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the Clerk, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss or damage to these materials developed for or supplied by the Clerk and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Agreement shall be available to the Clerk. Notwithstanding the foregoing, Contractor shall be entitled to retain a set of its work papers in accordance with professional standards.

5.06.2 Notwithstanding anything to the contrary contained in this Agreement, it is understood and agreed that Contractor shall retain all of its rights in its proprietary

information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge and experience possessed by Contractor prior to, or acquired by Contractor during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work For Hire and Contractor shall not be restricted in anyway with respect thereto.

5.07 Insurance.

5.07.1 Contractor shall, as a condition precedent to this Agreement, purchase and thereafter maintain such insurance as will protect it and Clerk from the claims set forth below which may arise out of or result from Contractor's operations under this Agreement, whether such operations be by Contractor or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1) Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;

2) Claims for damages because of bodily injury and personal injury, including death, and;

3) Claims for damages to property.

Contractor's insurance shall be not less than the amounts shown below:

A.	Worker's Compensation & Disability	Statutory
B.	Employer's Liability Bodily Injury Accident	$ 100,000 each accident
	Bodily Injury by Disease	$ 500,000 policy limit
	Bodily Injury by Disease	$ 100,000 each employee
C.	Excess Auto Liability	$1,000,000 (single limit) (owned, hired & non-owned)
	Bodily injury & property damage	$1,000,000 each accident
D.	Umbrella Excess Liability	$1,000,000 each occurrence and aggregate

5.07.2 With the prior approval of Clerk, Contractor may substitute different types of coverage for those specified as long as the total amount of required protection is not reduced. Contractor shall be responsible for all deductibles.

5.07.3 Notwithstanding any other provision of this Agreement, Contractor shall provide all insurance coverage required the documents provided by Clerk.

5.08 Termination for Cause or Convenience.

5.08.1 If Contractor becomes insolvent, or if it refuses or fails to perform the work and services provided by this Agreement, or if it refuses to perform disputed work or services as directed pending resolution of such dispute, or if it fails to make payments to subcontractors or consultants employed by it, or if it otherwise violates or fails to perform any term, covenant or provision of this Agreement, then Clerk may, without prejudice to any other right or remedy, terminate this Agreement in whole or in part, in writing, provided that Contractor shall be given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of Clerk's intent to terminate, and (2) an opportunity for consultation with Clerk prior to termination. In determining the amount of final payment to be made to Contractor upon such termination for default, if any, no amount shall be allowed for anticipated profit on unperformed services or other work; furthermore, an adjustment shall be made to the extent of any additional costs incurred or reasonably foreseen by Clerk to be incurred by reason of Contractor's default.

5.08.2 This Agreement may be terminated in whole or in part in writing by Clerk for Clerk's convenience; provided that Contractor is given (1) not less than ten (10) calendar days written notice (delivered certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with Clerk prior to termination. If termination for convenience is effected by Clerk, Contractor's compensation shall be equitably adjusted.

5.08.3 Upon receipt of a termination action for default or for the Clerk's convenience, Contractor shall (1) promptly discontinue all services affected, unless the termination notice directs otherwise, and (2) deliver or otherwise make available to Clerk all data, drawings, specifications, reports, estimates, summaries, and such other information, materials or documents as may have been accumulated by Contractor in performing this Agreement, whether completed or in process.

5.08.4 If, after termination for Contractor's default, it is determined that Contractor was not in default, the termination shall be deemed to have been effected for the convenience of Clerk. In such event, adjustment of the price provided for in this Agreement shall be made as provided in Paragraph 5.08.2 and the recovery of such price adjustment shall be Contractor's sole remedy and recovery.

5.08.5 This Agreement may be terminated by Contractor only in whole and only upon thirty (30) days written notice to Clerk. Termination by Contractor shall not be effective if Clerk finds that such termination prejudices Clerk.

5.09 Termination for Failure of Funding. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by Clerk are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then Clerk shall have the right to terminate this Agreement without penalty by giving written notice documenting the lack of funding, in which instance unless otherwise agreed to by the parties, this Agreement shall terminate and become null and void on the last day of the fiscal period for which appropriations were received. Clerk agree that it will make its best efforts to obtain sufficient funds, including, but not limited to, requesting in its budget for each fiscal period during the term hereof sufficient funds to meet its obligations hereunder in full.

5.10 Indemnification. Contractor agrees to indemnify, defend, and hold harmless the Clerk and Tippecanoe County and its officers, agents, officials and employees for any and all third party claims, actions, causes of action, judgments and liens to the extent they arise out of any negligent or wrongful act or omission by Contractor or any of its officers, agents, employees or subcontractors, regardless of whether or not it is caused in part by the negligence of a party indemnified hereunder. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein. The Clerk shall not provide such indemnification to the Contractor, provided, however, that the Contractor shall be relieved of its indemnification obligation to the extent any injury, damage, death or loss is attributable to the acts or omission of the Clerk.

5.11 Notice. Any notice, invoice, order or other correspondence required to be sent under this Agreement shall be sent to:

To Contractor:	***To Clerk:***
Craig Klein, President **Capital Recovery Systems, Inc.** **750 Cross Pointe Road, Suite S** **Columbus, Ohio 43230**	**Julie Roush** **Tippecanoe County Clerk** **Courthouse 2nd Floor** **Lafayette, IN 47902**

5.12 Non-discrimination. Contractor and its subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, with respect to her or his hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of her or his race, religion, color, sex, handicap, disability, national origin, ancestry, disabled veteran status, or Vietnam-era veteran status. Breach of this section shall be regarded as a material breach of this Agreement.

5.13 Conflict of Interest. Contractor certifies and warrants to Clerk that neither it nor any of its agents, representatives or employees who will participate in the performance of any services required by this Agreement has or will have any conflict of interest, direct or indirect, with Clerk.

5.14 Non-contingent Fees. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty Clerk shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

5.15 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 Force Majeure Event), the party who has been so affected shall immediately give notice to the other and shall take commercially reasonable actions to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended except for payment obligations with respect to service already

provided. If the period of nonperformance exceeds sixty (60) days from the receipt of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

5.16 Applicable Laws; Forum. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. This includes the Federal Civil Rights Act of 1964 and, if applicable, the Drug-Free Workplace Act of 1988. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the Clerk and the Contractor to determine whether the provisions of the Agreement require formal modification.

This Agreement shall be construed in accordance with the laws of the State of Indiana, and by all applicable Municipal Ordinances or Codes of Tippecanoe County. Suit, if any, shall be brought in the State of Indiana, Tippecanoe County.

5.17 Waiver. The Clerk's delay or inaction in pursing its remedies set forth in this Agreement, or available by law, shall not operate as a waiver of any of the Clerk's rights or remedies.

5.18 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

5.19 Attorneys' Fees. Contractor shall be liable to the Clerk for reasonable attorneys' fees incurred by Clerk in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of Contractor, or from Contractor's failure to fulfill any provisions or responsibility provided herein.

5.20 Successors and Assigns. Clerk and Contractor each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as otherwise provided herein, Contractor shall not assign, sublet or transfer its interest in this Agreement without the written consent of Clerk. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of Clerk.

5.21 Authority to Bind Contractor. Notwithstanding anything in this Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute agreements on behalf of the Contractor designated above, has filed proof of such authority with Clerk and has obtained all necessary or applicable approval from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and accepted by the Clerk.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates subscribed below.

Contractor

By: Dennis Johnson Date: 1/21/2020

Printed: Dennis Johnson

Title: Vice President

Tippecanoe County Clerk

By: _____ Date: _____

ATTACHMENT A

This document is "Attachment A" to the Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Tippecanoe County Clerk** (hereinafter referred to as "Clerk") and **Capital Recovery Systems, Inc.** (hereinafter referred to as "Contractor").

SCOPE OF SERVICES

Contractor shall conduct any and all collection work assigned by Clerk. Both parties recognize that the appointment is personal and particular in nature and does not extend to any collection agency or firm that Contractor is associated with or is a partner of.

Clerk executes this Agreement upon Contractor's representation of itself as expert in debt collection services provided to governmental entities and familiarity with Federal and Indiana law governing debt collection, and retains Contractor to provide services to Clerk relating to the collection of public moneys due and payable to Clerk. All services shall be rendered in accordance with the terms and conditions of the Agreement and applicable law.

If Contractor discontinues services on any case or matter, Contractor shall effectuate a speedy and efficient transfer of work and cooperate with Clerk. Contractor agrees to protect Clerk's interest in any transfer of work. Clerk may withhold payment to Contractor if Contractor fails to transfer files, documents and materials when so requested by Clerk.

Contractor agrees that all operations by Contractor in performing this agreement shall be in complete compliance with all federal, state and local constitutions, charters, statutes, ordinances, rules and regulations of whatever nature. Neither Contractor, nor its officials, nor its partners, nor its associates, nor its employees shall receive gratuities from any source for services performed on behalf of Clerk.

Contractor shall fully comply with all applicable requirements and limitations imposed under the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA), and the United States Bankruptcy Code as they pertain to Contractor performing this agreement.

At the request of Clerk, Contractor shall submit status reports on each claim. The status report shall describe the current status on each claim, the date the claim was placed, the amount of moneys collected on the claim, and the claim, case or account number assigned by Clerk.

Neither Contractor, nor its officials, nor its partners, nor its associates, nor its employees shall speak to any representative of a television station, radio station, newspaper, magazine or any other media outlet concerning the work outlined in this agreement without first obtaining approval of the Clerk. Contractor shall not speak on behalf of Clerk to any member of the news media.

ATTACHMENT B

This document is "Attachment B" to the Services Agreement (hereinafter referred to as "Agreement"), entered into by and between the **Tippecanoe County Clerk** (hereinafter referred to as "Clerk") and **Capital Recovery Systems, Inc.** (hereinafter referred to as "Contractor").

Fees

Contractor shall be compensated only in accordance with the express written provisions of this Agreement out of moneys collected by Contractor for Clerk. Contractor shall not be compensated by any other party, shall not look to general fund moneys of Clerk other than moneys paid over to Clerk and identified for payment of Contractor earned under this agreement. Contractor shall not be compensated in excess of the amount described in this Agreement.

Contractor shall be compensated for services through payment of a fee from funds collected by Contractor on each specific claim, in an amount approved by Clerk. Clerk shall add a thirty percent (30%) collection fee, as provided by Indiana Code § 5-22-6.5-3 to each claim assigned for collection. The parties agree that the Client is relying on Contractor's representation that this fee agreement, the assessment of collection fees against debtors, and the obligations it imposes or purports to impose on debtors is legally authorized and does not violate the Fair Debt Collection Practices Act, the Fair Credit Reporting Act, or other state or federal law at the time of contract signing. Contractor agrees to alert the Clerk of any substantial changes to State or Federal law affecting the assessment of collection fees to court claims, and to propose an amendment to this contract to account for said changes as needed. This collection fee shall be the only money Contractor may commission on. The Clerk shall not pay these fees to Contractor until all other moneys plus the collection fee are collected on any specific case or claim.

Contractor shall notify Clerk daily of any moneys collected and to what case or claim Contractor has applied those moneys.

ATTACHMENT C

The attached and foregoing agreement between Tippecanoe County, in the State of Indiana (County) and Capital Recovery Systems, Inc., (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.

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 learns is an unauthorized alien.

Contractor shall:

1. Sign and deliver to County a sworn affidavit that affirms that the 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 (3) 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.

Tippecanoe County Clerk

By: _____ Date: _____

CAPITAL RECOVERY SYSTEMS, INC.: By: _____

Dennis Johnson, Vice President
Printed Name, Title

MEMORANDUM OF UNDERSTANDING
GENERAL PRODUCT & SERVICES AGREEMENT

TOTAL COURT SERVICES (TCS) and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS** (AGENCY) hereby agree to the following as it will be known as the AGREEMENT:

RECITALS

WHEREAS, the AGENCY desires to engage in the business of providing alcohol and electronic monitoring technology and associated services to clients for which it's responsible and,

WHEREAS, TCS wishes to provide support in the endeavor of the AGENCY by providing physical equipment and associated support services for cost as outlined in the attached SCHEDULES B, D, E4 & G and,

WHEREAS, the PARTIES desire to set forth in this AGREEMENT all of the terms and conditions of their agreements and understandings.

1. **EFFECTIVE DATE:** The effective date shall be the earlier of the following: February 1, 2020, or the date in which this AGREEMENT is individually signed or when TCS ships equipment in good faith of signature and acknowledgment of this AGREEMENT and shall extend a period of three (3) years with automatic renewals each year thereafter. This period will be known forward as the TERM of this AGREEMENT.
2. **COMMUNICATIONS:** All written and electronic communication that may be required under this AGREEMENT shall be remitted using the following contact information:
   a. **IF TO TCS:**
      J. Robert Hawkins
      600 E. Eleven Mile Road
      2nd Floor
      Royal Oak, MI 48067,
      robh@totalcourtservices.com
      Fax: 248-721-9240
   b. **IF TO AGENCY:**
      Jason Huber
      2800 N 9th St Rd
      Lafayette, IN 47901
      jdhuber@tippecanoe.in.gov
      Fax: 765-423-2896
3. **TERMINATION:** AGREEMENT can be canceled by either party upon mutual agreement, sixty (60) days' prior written notice to the other party or thirty (30) days' written notice so long as there is a material breach of this AGREEMENT with no period of rectification required. Written notice may be given to TCS by use of the communication protocol described in Section 2a or to AGENCY by use of communication protocol described in Section 2b. Upon termination, all equipment owned by TCS shall be returned to TCS and all fees and costs due TCS from AGENCY shall be paid in full based on the payment terms as outlined in Section 8 and following the final invoice issued to the AGENCY.
4. **MODIFICATIONS:** This AGREEMENT may be modified at any time with the mutual agreements of both parties. Any such modification will be put in writing and considered an ADDENDUM to the AGREEMENT.
5. **SOFTWARE:** AGENCY shall be provided unlimited access to any software or web-based platform necessary or optional for the purposes of effectively operating the program. This provision does not entitle AGENCY to access any of TCS's private or confidential information, trade secrets, or proprietary information.
6. **COMPETITIVE PRODUCTS:** AGENCY and any other entity under common control by, of, or with AGENCY shall not use or promote, directly or indirectly, competitive products during the TERM without providing thirty (30) days' written notice to TCS preceding their implementation.. Competitive products include products or services which perform the similar function as the equipment or services provided hereunder. "Common control" means management or supervision under which a director, manager, supervisor or other position has authority over any other entity that may be covered under this AGREEMENT.
7. **USE OF PRODUCTS:** AGENCY will not conduct any technology demonstrations without first notifying TCS of such a demonstration at least 3 days prior to the demonstration is scheduled to begin. AGENCY and TCS must both agree to participate in any and all technology demonstrations involving use of TCS equipment until AGENCY is adequately trained and it is mutually agreed that AGENCY can do demonstrations.

8. **PAYMENTS:** Monitoring fees shall be due and payable in full within 30 days of invoice. Invoices shall be issued on or about the 5th of each month not withstanding any issue that prevents TCS from accurately completing the invoice. Failure to pay by the 35th day may result in the cessation of all monitoring services and the de-installation of all monitored equipment. The AGENCY will remain liable for all incurred charges until monitoring ceases. Payment for any lost equipment will be required on the following monthly invoice.
9. **AMENDMENT**: This AGREEMENT may not be changed or modified in any way except by a written instrument signed by both parties to this Agreement.
10. **AUTHORITY**: The individuals executing this AGREEMENT warrant and represent that they are authorized to act on behalf of their respective entities.
11. **BINDING EFFECT**. This AGREEMENT shall be binding upon successors and assignees of the parties hereto and shall, in all pertinent parts, survive any closing of the transaction.
12. **SEVERABILITY**. In the event any provision of this AGREEMENT should be held to be unenforceable, each and all of the other provisions of this AGREEMENT shall remain in full force and effect.
13. **ENTIRE AGREEMENT**. The parties hereto acknowledge that this AGREEMENT constitutes a full, final, and complete statement of their agreement and supersedes and replaces any and all other written or oral exchanges, agreements, understandings, arrangements, or negotiations between or among them relating to the subject matter hereof, and affirmatively state that there are no other prior or contemporaneous agreements, exchanges, representations, arrangements, or understandings, written or oral, between or among them relating to the subject matter hereof other than that as set forth herein, and that this AGREEMENT contains the sole and entire AGREEMENT between them with respect to the subject matter hereof. The AGREEMENT and any SCHEDULES, ADDENDUMS, and AMENDMENTS that are included initially or subsequent to the original EFFECTIVE DATE is considered to be inclusive of the AGREEMENT. The parties hereto further acknowledge and agree that language proposed for, deleted from, or otherwise changed in the various drafts of this AGREEMENT but not included herein shall not be considered in any way in the interpretation and application of this AGREEMENT and shall not in any way affect the rights and obligations of the parties hereto.
14. **CONSTRUCTION**. This AGREEMENT shall be construed without regard to any presumption or rule requiring construction against the party causing that instrument to be drafted.
15. **COUNTERPARTS ACCEPTABLE.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. These counterparts are termed SCHEDULES and are attached to this AGREEMENT to describe each product or service under this AGREEMENT.
16. **LIMITATION OF LIABILITY**. In no event shall either party have any liability to the other party or to any third party for any incidental, consequential, special, punitive, speculative or exemplary damages based upon a claim or tort (including but not limited to negligence, warranty or strict liability), including, without limitation, damages for loss of income, profits or use, business interruption, or loss of goodwill, irrespective of whether the party has advance notice of the possibility of such damages.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President Representative of Tippecanoe County Board of Commissioners	J. Robert Hawkins, President Representative of Total Court Services
Date	Date
Jason Huber, Executive Director Representative of Tippecanoe County Community Corrections	
Date	

SCHEDULE B
REMOTE BREATH MONITORING SYSTEM (BREATH ALCOHOL)
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE B** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   a. **EQUIPMENT**. TCS agrees to furnish AGENCY with Remote Breath Monitoring System (Breath Alcohol) devices, power supplies, storage cases, batteries, tubes, tool sets, and any other necessary and consumable components required to operate a Breath Alcohol program in accordance with the pricing contained in this SCHEDULE.
   b. **SOFTWARE.** TCS agrees to furnish AGENCY with any applicable software program necessary for the operation of the provided hardware and equipment. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time. Additional fees may be assessed for any events that are open and unresolved for a minimum of 15 days in the event TCS staff must resolve these events. Any action taken by TCS staff will be recorded in the event's archival action log.
   c. **SHIPPING.** TCS agrees to supply any necessary equipment by way of hand delivery or courier service at its own expense with standard, non-expedited delivery. If expedited delivery is necessary, AGENCY agrees to assume responsibility for those costs to be included on the next invoice.
   d. **DELIVERY & STOCK**. TCS agrees to provide a reasonable supply of surplus stock of all components necessary to operate a Breath Alcohol program at no additional cost to the AGENCY.
   e. **MODE OF PRICING**. TCS shall charge a daily rate (monitoring fee) for only those pieces of equipment in operation. One day of use is counted as at least one minute of operation for any single calendar day. It is understood that the various fees may be changed in the future. In that event, TCS will provide no less than 30 days' written notice. Options and costs are as follows:

Daily Rate:	$4.25/unit/day of use
Ethernet connector:	$25/unit, no daily charge
Alert Resolution:	25¢/unit/day of use

Costs for Lost Equipment and Equipment Damaged Beyond Repair:

Breath Device:	$1200
Storage Case:	$50
Ethernet Connector:	$25
Power Supply:	$10

2. **SERVICES**
   a. **TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
   b. **EQUIPMENT MAINTENANCE**. TCS and AGENCY shall establish a routine maintenance program designed to keep the Equipment in good repair, working order and condition in accordance with their then-published specifications, including establishing a schedule that will ensure the return of the Equipment to TCS at approximately annual intervals.
   c. **ON-SITE SERVICES**. TCS will provide staff to regularly visit AGENCY's location in order to restock necessary components, ensure a supply of operational inventory and to address any questions AGENCY personnel may have.

3. **OTHER SPECIAL TERMS**

   a. **PHYSICAL OPERATIONS.** TCS Agrees to perform the following actions if required and in accordance with program policies and procedures of the AGENCY: installation, removal and maintenance to include replacing and cleaning of devices.

   b. **STATISTICAL DATA.** TCS agrees to furnish AGENCY with proprietary statistical data analysis of program effectiveness in regular intervals to be determined based on needs of the program.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President Representative of Tippecanoe County Board of Commissioners	J. Robert Hawkins, President Representative of Total Court Services
Date	Date
Jason Huber, Executive Director Representative of Tippecanoe County Community Corrections	
Date	

SCHEDULE E4
COURTFACT SOFTWARE & MOBILE APPLICATION
PRODUCT & SERVICES AGREEMENT

This **SCHEDULE E3** to the **MEMORANDUM OF UNDERSTANDING** (the "**AGREEMENT**") is entered into on the Effective Date by and between **TOTAL COURT SERVICES**, (TCS) and **TIPPECANOE COUNTY COMMUNITY CORRECTIONS** (AGENCY.) This SCHEDULE is incorporated by reference into the AGREEMENT executed by the parties. All other terms and conditions of the AGREEMENT that are not in conflict with the terms of this Schedule are hereby ratified and remain in full force and effect.

1. **TERMS & PRICING OF PRODUCTS**
   a. **SOFTWARE**. TCS agrees to furnish AGENCY with the CourtFact Cases software platform necessary for the operation of the CourtFact Client Mobile application. AGENCY is required to properly maintain the caseload operations within the software and will address, per the AGENCY's policy, any event or notification in the system within a specified period of time as dictated by their protocol.
   b. **MODE OF PRICING**. TCS shall charge a monthly fee for each active module instance within the software platform for any minimum number of days within a calendar month on the schedule outlined below:

Monthly Minimum:	$100.00 (to include up to 100 instances of individually used modules)
1-500 Module Instances:	$1.00ea
501-1,000 Module Instances:	$0.90ea
1,001-3,000 Module Instances:	$0.75ea
3,001+ Module Instances:	$0.50ea
Data Allotments:	
500 Notifications & Data:	$15.00/month
1,000 Notifications & Data:	$25.00/month
2,000 Notifications & Data:	$40.00/month

   Data Allotments include any ratio of SMS text, email, or photos and must be selected prior to billing cycle and are subject to terms in Section 2.b.ii & iii.
2. **LIMITATIONS OF USE**
   a. **MODULES**. AGENCY is provided with unlimited use of all standard modules per client, per month. Standard modules are defined as the following features: Photo Login, Facial ID Login, Events, Tracking, Discussions, Check-In, Broadcast, Financials, and Reporting.
   b. **DATA USAGE & NOTIFICATIONS**. AGENCY is provided with an allotment during each billing cycle:
      Push Notifications: Unlimited
      i. Data Usage & Other Notifications includes SMS Text, email, and photos sent to or collected from clients.
      ii. Data Usage & Other Notifications can be used on any number of module instances, active clients and for any method described in Section 2.b.i.
      iii. Data Usage & Other Notifications cannot be reserved, transferred, or otherwise carried over to any other billing cycle, credited for future or past billing cycles, or used on module instances or clients other than those covered under this specific SCHEDULE.
      iv. If an overage should occur, AGENCY is charged at a rate of 5¢ for each instance of SMS text message, email, or photo either sent to or collected from clients in excess of the total allowable allotment for that billing cycle.
3. **SERVICES**
   a. **TRAINING**. TCS will provide AGENCY with personnel training and certification in the use of the products at no cost.
   b. **ON-SITE SERVICES**. TCS will provide staff to visit AGENCY's location in order to address any questions AGENCY personnel may have.
4. **CONFIDENTIAL INFORMATION**
   a. **CONFIDENTIAL INFORMATION.** In connection with this AGREEMENT, TCS may furnish the AGENCY with software, user and training manuals, data, designs, drawings, plans, layouts, specifications, and other information provided by or on behalf of TCS as it pertains to its software or any of its components. This information is proprietary and confidential to TCS. Confidential Information may not be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. AGENCY agrees not to disclose any confidential or proprietary information.

5. **OTHER SPECIAL TERMS**

A. **BASIS COST WAIVER.** TCS will waive the basis cost for use of CourtFact limited to clients designated as being in the AGENCY's pre-trial program and will include all standard modules premised on the following:

i. If AGENCY wishes to utilize other forms of notification to clients, the cost structure for Data Usage & Notifications in Section 1.b. will be charged at the costs stated and fall under the same provisions stated in Section 2.b.

ii. Waiver of the basis cost is contingent on the continued exclusive use of TCS supply and services for all other programs covered under this AGREEMENT.

In witness whereof the authorized representatives of the parties have executed this Schedule on the date below.

Tracy Brown, President Representative of Tippecanoe County Board of Commissioners	J. Robert Hawkins, President Representative of Total Court Services
Date	Date
Jason Huber, Executive Director Representative of Tippecanoe County Community Corrections	
Date	

TIPPECANOE COUNTY, INDIANA
ADDITIONAL TERMS AND CONDITIONS

The attached and forgoing agreement between **The Board of Commissioners of Tippecanoe County** (County) and **Total Court Services** (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 and until the conclusion of the thirty days notice. 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.

Non-Discrimination – Pursuant to IC 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement, 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 the covenant may be regarded as a material breach of this Agreement.

Governing Law; Venue - 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. Venue shall be appropriate in the Courts of Indiana. However, if suit is filed in Tippecanoe County, Contractor shall be entitled to a change of venue in the manner provided for in Trial Rule 76.

Severability - Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

Force Majeure - In the event that any party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster, actions or decrees of governmental bodies or communication line failure 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 other parties 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 such notice of the

Force Majeure Event, the party whose ability to perform has not been so affected may be given written notice to terminate this Agreement.

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.

ACCEPTED:

TIPPECANOE COUNTY
20 N. 3rd St.
Lafayette, IN 47901

By:_____
Tracy A. Brown,
President, Board of Commissioners

Date:_____

TIPPECANOE COUNTY
COMMUNITY CORRECTIONS

By:_____
Jason Huber,
Executive Director

Date:_____

ACCEPTED:

TOTAL COURT SERVICES

By:_____

Title: President

Date: 01/16/20

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TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
19-19	1/3/20	TDS Automation LLC *Commercial Warehouse & Renovation of existing Bldg*	6534 SR38 E	1	TDS Commercial Park 5-22-:	Sheffield	79-12-05-451-015.000-013
20-01	1/7/20	TDS Automation LLC *Demo 24x27 Accessory Structure*	6534 SR38 E		5-22-3	Sheffield	79-12-05-451-015.000-013 106-04806-0041
38808	1/2/20	Kathryn Cunningham *10x18 shed w/4x10 porch*	80 Joye Ct	30	Watkins Glen 11-23-4	Fairfield	124-02300-0926
38809	1/3/20	Wesley & Allison Austin *Attached garage*	2800 E 800 N	1	Huston 10-24-4	Tippecanoe	79-03-10-476-009.000-017
38810	1/6/20	Kristina Welchans *2 story/crawl/AG/no deck or porch*	7014 W 400 S		12-22-6	Wayne	79-09-12-400-002.000-028 132-02300-0296
38811	1/6/20	Martin Rossmann *addition to deck*	3528 Division Rd		22-23-5	Wabash	79-06-22-376-003.000-022 120-00600-0576
38812	1/7/20	Ted Bramer *40x50 Pole Barn*	1246 N 500 W		17-23-5	Shelby	79-06-17-400-012.000-014
38813	1/7/20	Stone Ridge Homes *2 Story/Slab/AG/open porch/no deck*	5400 Bullock Ct	13	Oak Ridge 1-1-13	Tippecanoe	79-03-29-401-013.000-018
38814	1/7/20	Stone Ridge Homes *2 Story/Slab/AG/open porch/no deck*	5431 Daffodil Drive	21	Oak Ridge 1-1-21	Tippecanoe	79-03-29-401-021.000-018 134-05704-0018
38815	1/7/20	Saeed Mohammadi *Interior Remodel*	2020 N River Rd	2	Watts 8-23-4	Wabash	79-07-08-376-007.000-023 134-05513-0011
38816	1/8/20	Jan Applegate *partial basement finish*	3445 Woodfield	5	Woodfield 5-23-4	Wabash	79-07-05-176-015.000-023 108-02100-0120
38817	1/8/20	Shaw Farms LLC *demo tenant house*	5726 W 1300 S		31-21-5	Jackson	79-14-31-200-001.000-006 126-06500-0336
38818	1/8/20	CJ Investments *permanent ID sign*	100 Lorene Pl		33-24-4	Tippecanoe	79-03-33-301-006.000-018 132-01509-0196
38819	1/9/20	Kenny Hu *Demo house*	3661 Tesla Dr	70	Lindberg Village 10-23-5	Wabash	79-06-10-376-017.000-022
38820	1/10/20	Komark Homes *1 story/unfinished basement/AG/no deck or porch*	1300 McShay Dr	20	Orchards 14-23-5	Wabash	79-06-14-326-020.000-023
38821	1/10/20	American Realty of Lafayette *Fill*	Old 350 S & 500 E		7-22-3	Sheffield	144-02122-0299
38822	1/13/20	Devin Arms *Finish basement*	795 Topsail Trace	273	Raineybrook 18-22-4	Wea	79-11-18-306-004.000-030

PERMITS ISSUED BETWEEN 01/01/2020 - 01/30/2020

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38823	1/14/20	Teresita Munoz *interior remodel/200amp service*	11400 US231 S		19-21-4	Randolph	116-01001-0237 79-15-19-277-007.000-011
38824	1/14/20	Paul & Nicole Pence *Addition to pole barn*	2515 S 900 E	1	Carr Pence Addn 2-22-3	Sheffield	79-12-02-100-013.000-012
38825	1/15/20	Tempest Homes *1 story/slab/AG/no deck or porch*	4689 Lamerocke Way	95	Avalon Bluff 15-22-4	Wea	79-11-15-404-011.000-030
38826	1/15/20	Tempest Homes *2 story/slab/AG/no deck/open porch*	516 Bearsden Ln	3	Barrington Woods 29-23-3	Perry	79-08-29-151-003.000-009
38827	1/15/20	Tempest Homes *1 story/slab/AG/no deck or porch*	3483 Marlton Ct	199	Blackthorne 3-23-5	Wabash	79-06-10-201-014.000-022
38828	1/15/20	Nguyen Hien & Ngo Van *1 story SFR/partial finished basement/AG/no deck/open porch/*	5447 Crocus Dr	93	Oak Ridge 29-24-4	Tippecanoe	79-03-29-401-050.000-018
38829	1/17/20	Jordan Custom Homes *1 story/partial finished basement/AG/no deck or porch/*	508 Gainsboro Dr	62	Oak Ridge 29-24-4	Tippecanoe	79-03-29-401-035.000-018
38830	1/17/20	Citation Homes *2 story/slab/AG/no deck/open porch*	1717 Three Meadows Pl	25	Three Meadows 14-23-5	Wabash	79-06-14-155-025.000-023
38831	1/17/20	Bruce Borror *14x16 screened porch*	2223 W 500 N		35-24-5	Wabash	79-02-35-226-006.000-023
38832	1/21/20	Neil Gick *addition to garage*	40 E 650 N		20-24-4	Tippecanoe	124-03300-0509 79-03-20-100-036.000-017
38833	1/21/20	Linda Boland *13x32 portable shed*	2025 E 430 S	40	High Ridge 15-22-4	Wea	146-05304-0034 79-11-15-152-014.000-034
38834	1/21/20	Ron & Brenda Lambert *Demo 24x26 garage*	8831 SR43 N		10-24-4	Tippecanoe	124-02300-0211 79-03-10-100-008.000-017
38835	1/22/20	West Ridge Apts Building A *3 story Apartment Bldg*	2895 Elite Ln	Bldg A	West Ridge Apts 2-23-5	Wabash	134-06500-0850 79-06-11-100-001.000-002
38836	1/22/20	West Ridge Apts *1 story clubhouse/AG*	2919 Elite Ln (Clubhouse)	Clubh	West Ridge Apts 2-23-5	Wabash	134-06500-0850 79-06-11-100-001.000-023
38837	1/22/20	West Ridge Apartments *3 Story Apartment Bldg*	2865 Elite Lane	Bldg "	West Ridge Apts 2-23-5	Wabash	79-06-11-100-001.000-023
38838	1/23/20	Crown Line Homes *2 story/slab/AG/no deck/open porch*	4730 Leeward Ln	99	Concord Ridge 14-22-4	Wea	79-11-14-403-025.000-030
38839	1/23/20	Crown Line Homes *2 story/slab/AG/no deck/open porch*	8375 Shepardson Creek Dr	16	Weathersfield 33-23-3	Perry	79-08-34-376-004.000-009

TIPPECANOE COUNTY BUILDING COMMISSION

Mike Wolf, Building Commissioner
Phone: 765-423-9225
Fax: 765-423-9203

Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
38840	1/23/20	Harold Tull *30x31 Barn Addition*	6930 Monroe St		8-21-3	Lauramie	110-06700-0087 79-16-08-227-008.000-007
38841	1/23/20	Ronald Starbuck *24x26 detached garage*	8375 Shepardson Creek Dr		Weathersfield 33-23-3	Perry	79-08-34-376-004.000-009
38842	1/24/20	Jeff Lee Builders *2 story/partial finished basement/AG/no deck/open porch*	1301 Lambsdowne Ln	9	Lambsdowne 13-24-5	Tippecanoe	124-04800-0274 79-02-13-200-017.000-017
38843	1/27/20	Seth Foley *30x45 pole barn/personal use only*	5028 S 900 E		22-22-3	Sheffield	118-02100-0174 79-12-22-226-005.000-012
38844	1/28/20	Ed Wall / Golars Real Estate *Demo all buildings*	1801 US52 W	Parce	1-23-5	Wabash	134-06400-0169 79-06-01-300-006.000-023
38845	1/28/20	Ed Wall / Golars Real Esate *Demo all buildings*	1801 US52W	Parce	1-23-5	Wabash	134-06400-0301 79-06-01-300-006.000-023
38846	1/29/20	Stephanie & Donnie Fahler *16x40 non-diving inground pool w/auto cover/no slide*	5821 Prophets Rock Rd	3	Rider Minor 27-24-4	Tippecanoe	124-03912-0030 79-03-27-251-009.000-017
38847	1/30/20	Lindsay Ford / KHI *2 story/slab/AG/no deck/open porch*	8041 N 100 W		7-24-4	Tippecanoe	79-03-07-300-007.000-017
E10944	1/6/20	Jose Rosas *100amp TP*	4402 Chisholm Tr	15	Rolling Hills 17-22-4	Wea	146-05507-0030 79-11-17-251-010.000-031
E10945	1/6/20	Greg Boesch *replace meter base/200amp*	5509 S 250 E		22-22-4	Wea	144-02500-0317 79-11-22-401-001.000-030
E10946	1/13/20	John Wharton / Sue Chitty *replace 100amp meter base*	9250 Pearl St	62	23-21-3	Lauramie	150-00900-0053 79-16-23-381-001.000-008
E10947	1/14/20	James Klusman *install transfer switch/200amp*	2564 Newman Rd		23-23-5	Wabash	134-07301-0203 79-06-23-328-010.000-023
E10948	1/14/20	William Crabill *install transfer switch/200amp*	1916 Abnaki Way	39	Sagamore Pointe 1-23-5	Wabash	134-06404-0011 79-06-01-103-011.000-023
E10949	1/14/20	Comcast/Huston Electric *200amp service for comcast fiber line*	10591 SR38 E		13-22-3	Sheffield	
E10950	1/15/20	Roy Hanover *Repair & add new meter base*	4024 E 450 N		36-24-4	Washington	138-03200-0150 79-03-36-100-008.000-027
E10951	1/17/20	Steve Julian *new 200amp service to garage*	1325 E 600 N		28-24-9	Tippecanoe	124-04000-0238 79-03-28-100-009.000-017
E10952	1/21/20	Jeff Ferguson *repair 100amp service*	9219 E Orange St	1	Scanlons 23-21-3	Lauramie	150-03500-0049 79-16-23-391-001.000-008

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Permit	Date	Property Owner *Improvement*	Address	Lot	Subdivision	Township	Key Number State Key Number
E10953	1/21/20	William McMinn *100amp Service for pump*	across rd from 11714 S 575 E		19-21-3	Lauramie	110-01900-0146 79-16-19-400-004.000-007
E10954	1/22/20	Robert Bruck *New 200amp service w/disconnect*	444 W 400 S	2	Walnut Ridge 7-22-4	Wea	146-04503-010 79-11-07-352-001.000-031
E10955	1/28/20	Adam Kiefer *upgrade to 200amps*	3810 Walnut St	6	M E Moores Addn	Shelby	120-00305-0101 79-06-06-128-008.000-014
E10956	1/28/20	Daniel Gonzalez *install solar panels*	3951 Amethyst Dr	5	Stones Crossing 10-22-4	Wea	146-05307-0042 79-11-10-377-026.000-031
E10957	1/28/20	Kerkhoff Brothers *new 100amp service to power center pivot irrigation*	Near 7245 W Co Line Rd N		1-24-6	Shelby	120-04000-0047 79-01-01-200-002.000-014
E10958	1/28/20	Chad Baumgartner *200amp generator install*	728 Dunbar Pl	3	Dunbar Estates 19-23-3	Perry	114-03806-0037 79-08-19-100-003.000-010
E10959	1/28/20	J David Hernandez *replace 200amp panel*	8931 SR43 N		10-24-4	Tippecanoe	124-02300-0189 79-03-10-100-005.000-017

Permit Count: 58

Tippecanoe County Park and Recreation Board

Meeting Agenda

Wednesday, February 5, 2020 at 3:00 PM

Park Board Office

4449 State Road 43 North

West Lafayette, IN 47906

I.	Call to Order	John Gambs
II.	Approval of December 2019 Minutes	J. Gambs/Board
III.	Election of 2020 Officers	J. Gambs/Board
IV.	Review of Claims	J. Gambs/Board
V.	Appointments to Park Foundation Board	J. Gambs/Board
VI.	Old Business	
	VS Engineering Update	Mike Peterson/Allen Nail
	2019 Budget Report	Mary Barrett/Allen Nail
	2019 Review	Allen Nail/Randy Lower
VII.	New Business	
	Fees, Charges, Policies & Rates for 2020	J. Gambs/Board
	2020 Budget Report	Mary Barrett
	Superintendent's Report	Nail
VIII.	Miscellaneous	
	Other Business	J. Gambs/Board
IX.	Adjournment	

Tippecanoe County Park and Recreation Board
Minutes of December 4, 2019
County Office Building – Grand Prairie Room
20 N. Third Street
Lafayette, IN 47901

Present: Board members John Gambs, Scott Rumble, Denny Mellon, Esther Chosnek, Opal Kuhl, and Karen Mitchell. Also in attendance were staff members Mary Barrett, Randy Lower, Adam Libbers, Allen Nail and County Council member Bryan Metzger.

The meeting was called to order at 3:06 p.m. by John Gambs.

October minutes were unanimously approved on a motion by Denny Mellon and a second by Scott Rumble.

Claims were reviewed and unanimously approved on a motion by Esther Chosnek and a second by Denny Mellon.

Old Business:

BNA Update: A VS engineering environmental engineer will visit BNA next week and VS plans to begin a topographic survey for the proposed trail route during the week of December 16. This data is needed in order to apply for round 3 of the Next Level Trails grant. In an effort to reduce costs, Allen will attempt to obtain the easements documents for the property. There is record of up to 15 easement documents that date back to 1953. Allen has a meeting on the 11th with a representative from Duke Energy. Duke may be a source of matching funds if BNA is awarded the grant.

North Ninth Street Property: Allen has tried several times to contact the owner of the N 9th street property but has not been successful. A letter was returned as undeliverable by the postal service and there has been no response to notes left on the door of the home or to phone messages.

New Business:

- 2019 Budget Report: The Board reviewed the November budget. There were no questions or concerns. Allen will request council approval to transfer funds between series in order to complete a furnace replacement, purchase a trailer for the Wabash Heritage Trail, and begin the initial engineering work at BNA. Some 2019 funds will also be encumbered into the 2020 budget in order to complete projects when the weather is warmer.

- Superintendent's Report:
    - Allen notified the Board that he will request changes to primitive camping for 2020. Discussion will take place at the next Board meeting and a deputy sheriff will also attend in order to provide input.
    - The January meeting will be moved to 1-8-2020 as the usual meeting date falls on New Year's Day.
    - Niches Land Trust reached out to Allen to consider allowing canoers to camp on the Park Board owned islands. The Board briefly discussed liability issues as well as the demand on Park Board resources if camping was approved. There is no action necessary at this time as there is no proposal.

Miscellaneous: Scott Freeman, organizer of the Ouibache Music Festival, familiarized the Board with the origins of the weekend festival as well as future plans. The event is held at the Amphitheater in September and celebrates a wide genre of music. Scott thanked Park Board staff for their assistance and support in making it a successful event.

There being no further business, the meeting was adjourned at 3:37 PM.

Minutes compiled by Mary Barrett.

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Tippecanoe County Park and Recreation Board

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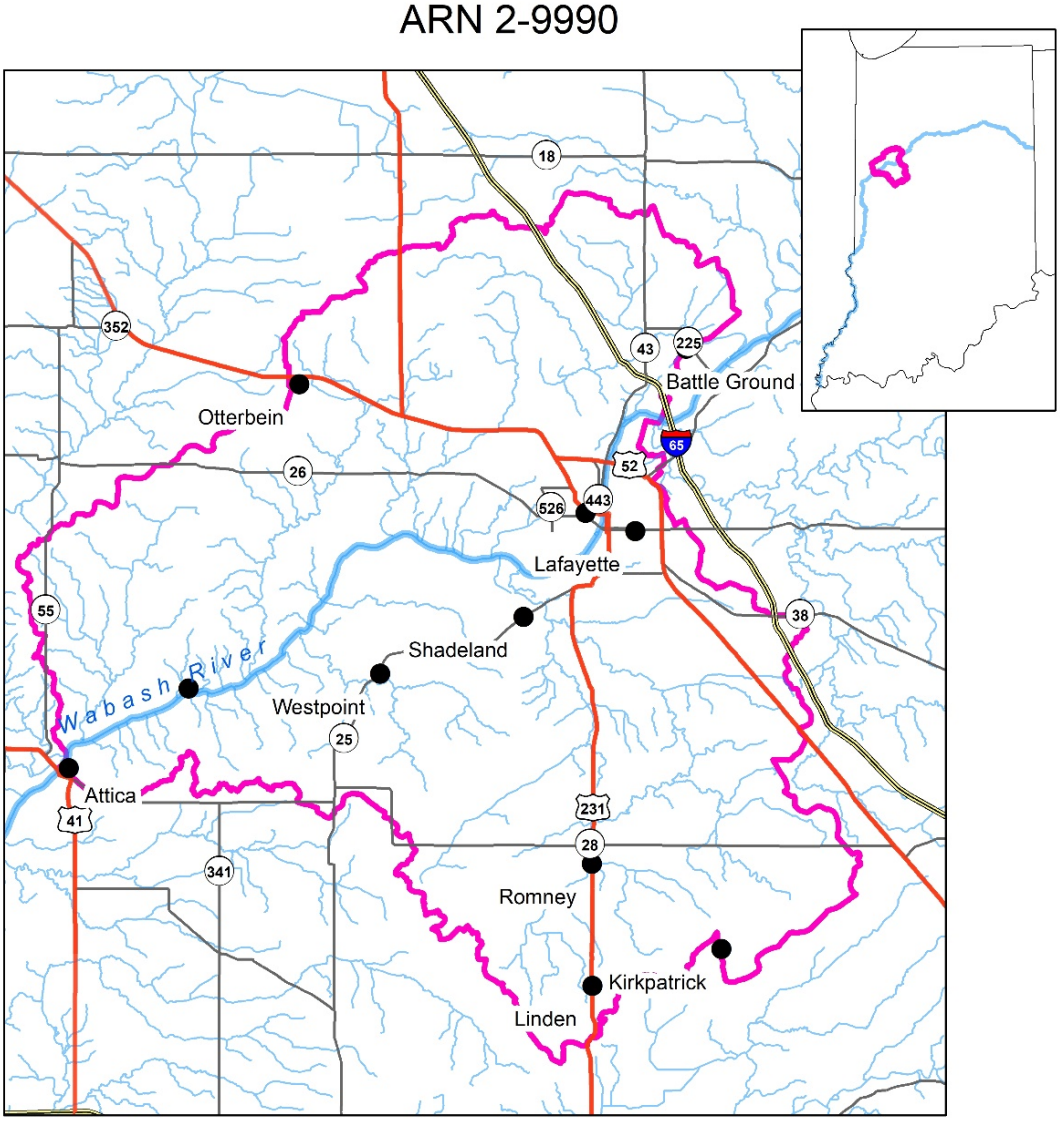
Region of the Great Bend of the Wabash River
Wabash River Enhancement Corporation
ARN 2-9990



Region of the Great Bend of the Wabash River

0 1.5 3 6 9 12 Miles

N

Data Sources: Tippecanoe County,
IN Department of Transportation,
Wabash River Enhancement Corporation

Region of the Great Bend of the Wabash River Watershed Implementation III
Section 319 Final Report (ARN 305-2-9990)
December 9, 2016-December 8, 2019
Report prepared by Shannon Stanis, Watershed Coordinator
Wabash River Enhancement Corporation (WREC)

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Appendices

Appendix 1 – Cost Share Projects Implemented, Numbers, Load Reductions, GPS Locations, GIS shapefile
Appendix 2 – Water Quality Monitoring (Wabash Sampling Blitz) Data
Appendix 3 – Photo Monitoring Data
Appendix 4 – Press Releases and Media Releases
Appendix 5 – E-Newsletters
Appendix 6 – Educational Events Flyers
Appendix 7 – Sustainable Funding Plan

1. Introduction

This report covers phase 3 of implementation of the Region of the Great Bend of the Wabash River Watershed Management Plan (RGBWR WMP). The RGBWR WMP was completed and approved by IDEM in 2011; and our stakeholders, committee members, and community at large have been cooperatively working to improve water quality continually ever since. The Wabash River Enhancement Corporation (WREC) is the project sponsor of this grant with operations handled by the Watershed Coordinator, Shannon Stanis.

Phase 3 of implementation covers the education and water quality monitoring program from December 9, 2016 to December 8, 2018 and the cost share program from December 9, 2016 to December 8, 2019. All of Phase 3 implementation was originally funded for two years. In 2018, WREC was awarded extra grant funds that required more time to allocate. WREC and IDEM reached an agreement for a time extension for the cost share program while education program and water quality monitoring requirements would not change.

Background

The RGBWR watershed is composed of three 10-digit Hydrologic Unit Codes (HUC): Wea Creek (HUC 0512010801), Burnett Creek-Wabash River (HUC 0512010802), and Kickapoo Creek-Wabash River (HUC 0512010805). The watershed extends along 29 miles of the mainstem of the Wabash River from downstream of the confluence with Wildcat Creek to upstream of the confluence with Big Pine Creek or from Battle Ground to Attica. The watershed covers 478 square miles in Benton, Fountain, Montgomery, Tippecanoe, Warren, and White counties. 75% of the watershed is agricultural row crops and pasture, ~12% is urban land, and ~13% is naturally covered.

Project goals

Goals for Phase III Implementation built off accomplishments made during prior implementation efforts to meet our 30-year WMP goals. The specific goals for this phase of implementation were:

1) Target the implementation of no less than 15 urban and 20 agricultural projects in the Elliot, Little Wea and Cedar Hollow sub watersheds resulting in a 333,175 lb. reduction in nitrogen (5.2%), 18,270 lb. reduction in total phosphorus (5.6%) and 2,210 ton reduction in total suspended solids (5.4%) loading to the Wabash River and so that no more than 20% of E. coli samples collected from the Wabash River exceed state standards.

2) Continue the award-winning education and outreach program to increase in awareness about and adoption rates of urban and agricultural BMPs that can positively impact water quality in the Wabash River and its tributaries.

3) Identify long-term funding strategies to create project sustainability.

2. Documentation of Completed Tasks

The project goals were formed into five specific tasks to be completed. All tasks were completed as follows.

Task A: Develop and promote a cost-share program to implement best management practices that address the water quality concerns outlined in the Region of the Great Bend of the Wabash River Watershed Management Plan. Once approved, provide technical assistance to landowners to facilitate BMP implementation and promote other conservation programs.

The steering committee reviewed and updated our cost share program from previous implementation phases. WREC submitted the cost share program to the state and it was approved on February 8, 2017.

WREC and our steering committee promoted our cost share program and other conservation programs regularly throughout the duration of the grant. WREC promoted the program with our newsletter, press releases, social media, and directly with attendees at educational events. Our steering committee members and other project partners promoted the cost share program within their networks through similar communication means. Together, we were able to reach a broader audience than any one entity could alone.

From this widespread promotion, WREC and our partners conducted site visits with potential applicants continuously throughout the grant period. During site visits, we provided technical information and assisted landowners/producers in determining what Best Management Practice (BMP) was most logical for their property and abilities for BMP maintenance.

In 2017, we received 10 urban and 4 agricultural applications for cost share funding. In 2018, we received 12 urban and 5 agricultural applications. In 2019, we received 9 urban and 12 agricultural applications. Applicants often encompassed more than one project (ex. Cover crops for 2 years, rain garden and rain barrels, etc.). All applications were ranked and reviewed by the urban and agricultural subcommittees.

Once projects were installed, we inspected them for proper installation and provided further guidance on long term maintenance. Site visits were a favorite for WREC staff and steering committee members. During this time, we made deep connections with individuals interested in improving water quality on their property. Our site visits with someone knowledgeable in a relaxed, one on one setting, were the catalyst needed to take the next step for cost share funding application and implementation.

Task B: Implement the approved cost-share program described in Task A.

In the three years of this grant's implementation phase, 319 funds were used to install: 10 rain barrels, 3 rain gardens, 1 bioswale, 102 Urban Trees, 2.7 acres of turf to native plantings, 600 acres of cover crops, 1930 ft of grassed waterways, 23.3 acres of conservation cover, 15,500 ft^2 of Heavy Use Area Protection, 1 grade bank stabilization structure, 37 acres of forage and biomass conversion from traditional two crop rotation, and 948 ft^2 of composting facility. These projects collective reduced 7,383 lb. nitrogen (N), 3,542 lb. phosphorous(P), and 3,164 tons of sediment (S) from entering the Wabash River. Additionally, 186 rain barrels were distributed in 2017 and 2018 total through the rain barrel program funded by

outside grants, contributions from the Cities of Lafayette and West Lafayette, and individual homeowners. Tree Lafayette and the West Lafayette Tree Friends planted an additional 1,035 urban trees from 2017-2018 utilizing other funding sources. Please see Appendix 1 for a listing of 319 funded projects with locations and load reductions and a summary of conservation practices implemented by Tippecanoe County NRCS and SWCD local offices (Note: 319 numbers are counted in these summaries and load reductions are not able to be calculated on NRCS funded practices).

All projects met the terms and conditions of the 319A or 319U forms and had a completed 319A/U form submitted to the state. We calculated load reductions for all projects using Region 5 or another approved model. Finally, all projects were geolocated and a GIS layer of the projects is included in this report.

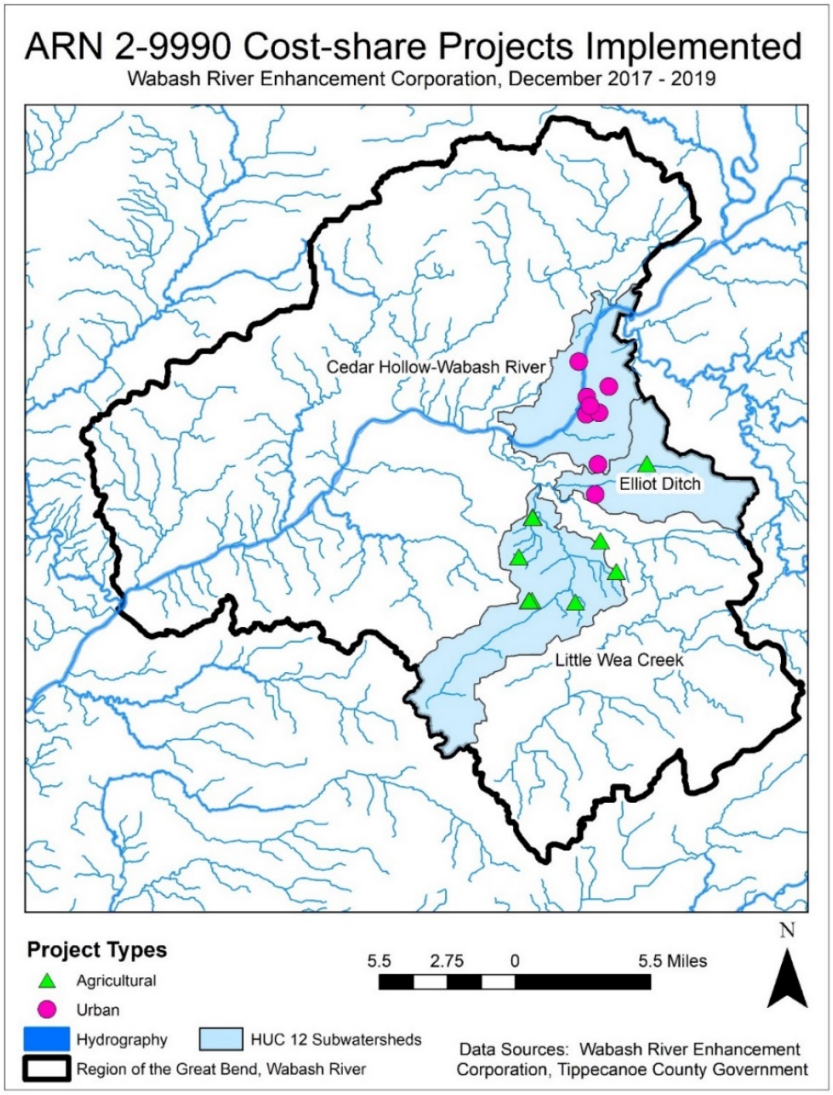

Figure 1. Projects installed from December 9, 2016-December 8, 2019 within the Region of the Great Bend of the Wabash River using ARN 306-2-9990 grant funds.

Task C: Conduct a monitoring program for educational purposes and to monitor water quality trends in the watershed. Conduct a photo monitoring program to document BMP installation and maintenance throughout the project. Develop a Quality Assurance Project Plan (QAPP) for the monitoring activities and submit it to the state for approval at least one month in advance of monitoring activities.

The QAPP for monitoring activities in this project was submitted to the state and approved on February 12, 2017.

Water Quality Monitoring:
The educational water quality monitoring program is referred to the as the Wabash Sampling Blitz (blitz). The blitz takes place once each April and September. In this citizen science event, community volunteers sample water from nearly 200 streams and tributaries that lead to the Wabash River to collect a snapshot of water quality. Volunteers are put into groups and given instructions and directions for sampling. Each group visits 3-5 sites, where they measure temperature and transparency in stream and fill a water bottle for further testing. At a staging location, volunteers test their collected samples for pH, Nitrate+Nitrite, and orthophosphorus with trained water quality professionals. Volunteers then color in their measurements on large maps of the watershed, and discuss their experiences with staging location volunteers (made of up the steering committee and other partners). Samples are then sent to a laboratory for further analysis. The sampling blitz took place in the Fall of 2017 and Spring and Fall of 2018. Around 100 volunteers participated in each event. The Spring 2017 event was prohibited by heavy rain which made conditions unsafe for sampling. We rescheduled two times, but conditions were still unsafe during the make up dates. WREC partnered with the Tippecanoe County Partnership for Water Quality and the Wabash Riverkeeper to host a make-up event to clean up the river of physical trash and give volunteers a hands-on, feet-wet experience in the watershed called DeTrash the Wabash. We helped with DeTrash the Wabash on October 28, 2017 (1.67 tons of trash removed), April 28, 2018 (1.27 tons of trash removed), and October 27, 2018 (2.17 tons of trash removed).

The blitz began in the Fall of 2009 as a way to monitor water quality trends over time with this snapshot data collection. Blitz data show that the average field-measured stream water temperature has gradually risen over time. The lowest average stream temperature was just below 10° C in Spring 2012, while the highest average water temperature was above 20° C, during the fall 2018 Sampling Blitz. The fall Blitzes consistently have higher water temperatures than the spring Blitzes, which is consistent with average air temperatures in those months (Figure 2). Average *E. coli* counts by year (with outliers >2000 removed), show less of a trend. The average *E. coli* counts for the combined fall and spring Blitzes of 2015 had the highest average, while 2018 had the lowest average (Figure 3).

Short summaries of blitz data from this implementation phase:
Fall 2017: Temperature of streams was variable. Orthophosphate and pH levels were consistently good while ammonia levels were higher than ideal, but not poor. Field-measured nitrate levels overall were low, with only four of the 182 samples this event falling above the state water quality standards of 10 ppm. *E. coli* counts were highly variable during this event, with the highest being 2420 CFU/mL and the lowest being 5 CFU/mL. 58% of *E. coli* samples exceeded state standards (>125 CFU/mL).

Spring 2018: Temperature of streams was variable, but cooler than in the fall. pH levels were generally good but more sample sites had higher/lower pH levels than ideal compared to Fall 2017. Orthophosphate levels were good throughout the watershed. Ammonia levels were very high. Field-measured nitrate levels were variable; approximately half of the samples from this event show nitrate

levels high enough to inhibit the aquatic community (greater than 2ppm). Field-measured transparency levels were variable, but fairly clear. Of the 179 readings taken, 167 were "fair" to "good" (>31 cm and >110 cm, respectively). The majority of the *E. coli* counts were within the range of "good" water quality (<60 CFU/100mL), with only seven out of 55 samples having "poor" quality in terms of *E. coli* counts ("poor" being over 200 CFU/100mL). 23% of *E. coli* samples exceeded state standards.

Fall 2018: Temperature levels were high throughout the watershed. pH levels were generally good but again more sample sites had lower than ideal pH levels than Fall of 2017. Transparency was variable was generally good or fair, with a handful of poor sites. Orthophosphate levels were generally good. Ammonia levels were higher than ideal, but not poor as they were in the Spring. Field-measured nitrate levels were lower overall during this sampling event as opposed to the spring 2018 event. Of the 173 samples, 109 had field-measured nitrate levels at or below 2ppm. Field measured transparency was very similar to the spring 2018 sampling event. Of the 170 samples taken, 159 had "fair" to "good" transparency readings. While this sampling event had fewer "good" *E. coli* counts compared to the spring 2018 Blitz, the majority of the *E. coli* results were still "good" (23 samples "good" out of 42 samples total). 24% of *E. coli* samples exceeded state standards.

All data from the Fall 2017, Spring 2018, and Fall 2018 blitz events are included in Appendix 2 of this report. Additional maps of the data can be found on our webpage: http://www.wabashriver.net/wabash-sampling-blitz/

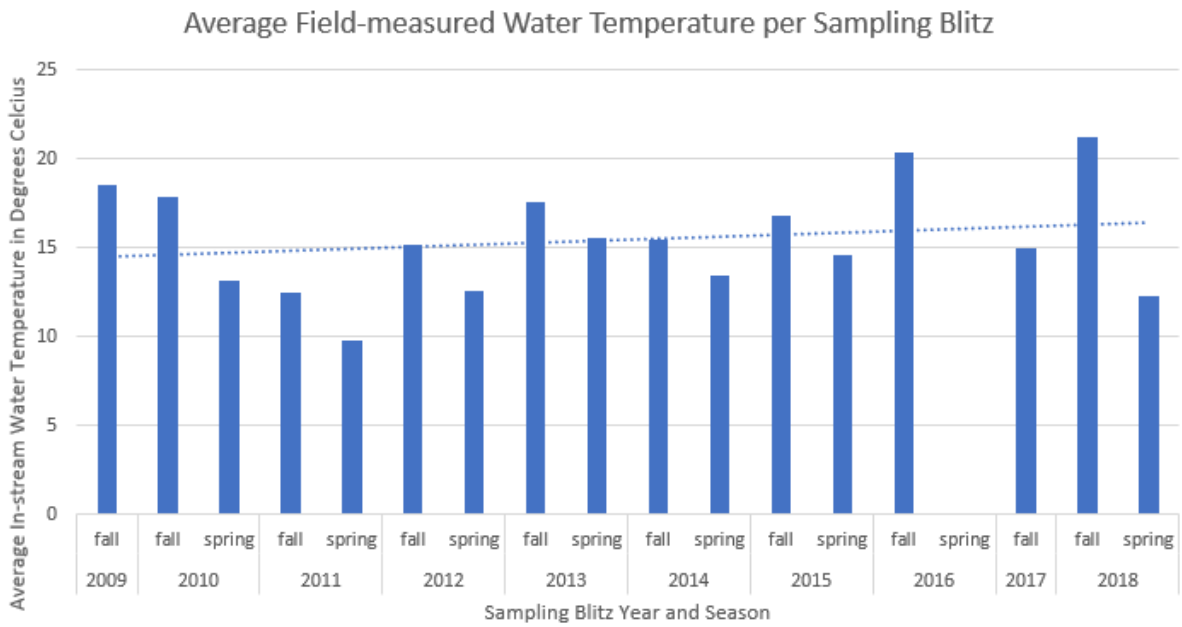

Figure 2. Average Field-measure Water Temperate per Sampling Blitz from Fall 2009-2018.

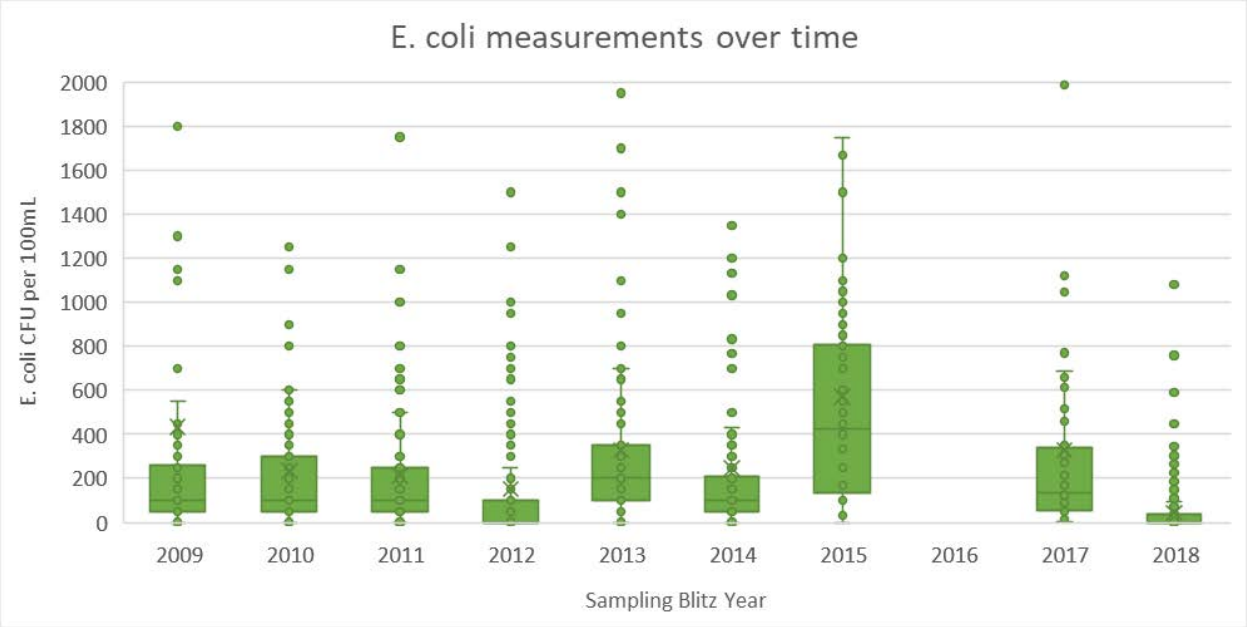

Figure 3. E. coli measurements during annual sampling blitz events (fall and spring data combined) from 2009-2018.

Photo monitoring:

WREC used photo monitoring to document the status of installed practices, determine if practices were maintained as per landowner agreements and to highlight changes in our community that may not yet be detectible from water quality monitoring data. WREC conducted the photo monitoring program throughout the duration of the project. WREC established photo points for all funded project locations. If project contain multiple features or practices, points were established to display all aspects of each project. Photographs were recorded in advance of project implementation, within 30 days of project implementation and annually following project completion. Once downloaded, all photo monitoring photos are relabeled and stored in WREC project files. Photo monitoring photos and other data can be found in Appendix 3.

All installed projects were still in the ground at one year follow up except for one tree that died. The landowner is working to rectify the issue that caused the tree to die, and a replacement tree will be planted this Spring utilizing their own funds. At one year follow up, one rain garden needed some end of the season maintenance. WREC provided technical assistance to the landowner and worked with them and community volunteers to successfully weed the rain garden. Due to staff turnover in the summer of 2017, not all "before" cover crop photos were taken. WREC consulted with IDEM about this and the omission of these before pictures was permitted. Agricultural photos were often difficult to capture from the same exact location and angle for before/after/one year follow up because of the remote nature of these projects. Parking is rather limited alongside country roads and traffic conditions were not always safe to stop in the same place again. Weather conditions also complicated retaking photos at the same location, as wet fields could make traversing impossible to do safely. All practices were still photographed; however, the portion of the same agricultural field may have changed to ensure the safety of our staff.

Task D: Implement an education and outreach program designed to bring about behavioral changes and encourage BMP implementation that will lead to reduced nonpoint source pollution in the watershed.

1. Conduct no less than eight (8) education and outreach committee meetings (of the previously formed committee) to direct all education and outreach efforts.

2. Conduct no less than four (4) steering committee meetings (of the previously formed steering committee) to direct the project and guide development and implementation of the cost-share program.

3. Conduct no less than two (2) agricultural and two (2) urban subcommittees meetings (of the previously formed committees) to guide the implementation of the cost-share program (4 meetings).

Committee meetings:

The steering and education committees met regularly as directed to plan and implement a robust project that included both implementation of practices to improve water quality and educational and outreach opportunities to engage the community. The agricultural and urban subcommittees met annually to review cost share applications and allocate funding to the projects described in task B.

4. Submit no less than eight (8) press releases to the local media to provide updates on the progress of implementing the WMP, opportunities for public involvement, and information on best management practices.

WREC submitted eight press releases to update the community on the implementation efforts and share opportunities to be involved (Appendix 4). Additionally, we were interviewed at least six times by local media about the education opportunities. We continued our relationship and interaction with the local, traditional TV, radio, and newspaper media and made new grassroots community connections. We were interviewed by a local podcast called Art Tap and local internet radio station called 765 Live about new additions to Wabash Riverfest. Both platforms allowed more time (1 hour and 20 minutes, respectively) to talk about the event, the role of the Wabash in our community, and opportunities to participate.

5. Coordinate the Wabash Riverfest and host a booth at the event and at the Tippecanoe, Fountain, and Warren county fairs or other community events on an annual basis (8 events).

Wabash Riverfest:

WREC coordinated Wabash Riverfest on July 8, 2017 and July 14, 2018. With substantial help from the education committee and our community partnerships, we increased attendance at this festival to 8,000 in 2017 and 10,000 in 2018. Wabash Riverfest was first held in 2001 as an event to bring attention to the Wabash River and its role in community of Tippecanoe County. The main attraction of the festival was dragon boat races. The festival has grown with water and land activities each year since. The dragon boats have since been replaced with replica voyageur canoes. The canoe races are still a big

attraction and provide an opportunity for community members to get out on the water. From 2001-2017 the festival was held along the Wabash River in Tapawingo Park, West Lafayette. In 2018, we expanded the festival footprint to include the Myer's Pedestrian Bridge and Lafayette's downtown riverfront section surrounding Riehle Plaza. WREC hosted an educational booth at each festival, and in 2018 WREC hosted two educational booths, one on each side of the river. Our participation numbers greatly increased, with 100 people running the 5K along the river and 100 kids participating in the Kid's Run on the pedestrian bridge in 2018. With the expansion of the festival footprint, we had many exciting new additions including: River Drawing Classes with Charcoal, Live Screen Printing and Tote Bag Crafting, 3 Fitness Classes, Bike Rides along the Wabash, Sand Volleyball Tournament, Instrument Petting Zoo, Lafayette Farmer's Market on the Pedestrian Bridge, Adult Tricycle Obstacle course around Rain Barrels, and live music featuring the Flying Toasters, the Green Room Rockers, Clave Caribe, and CircAfrique in Riehle plaza. The new events and footprint attracted more attendees, partnerships, and community sponsors and provided new ways to connect with the Wabash River.

Community event booths:

WREC hosted an educational booth at 8 additional community events throughout this grant project. We targeted different educational material with each event, based on the audience in attendance. We shared a booth with the Tippecanoe County Partnership for Water Quality at the Tippecanoe County Fair on July 25, 2017 and July 25, 2018. We attended "Mosey Down Main Street" on September 14, 2017 and June 2, 2018. We attended the local famer's markets in Lafayette on June 16, 2018 and in West Lafayette on June 20, 2018. We attended the Tippecanoe County Latino Fest on September 29, 2018 and made seed balls with seeds from local native plants. Finally, we attended a neighborhood gathering called "Block Talk at the Park" on October 27, 2018. The neighborhood was gathered to talk about stormwater management. We met many folks in the neighborhood who later contacts us for site visits.

6. Update the www.wabashriver.net and www.TippEcoNow.com websites no less than quarterly with relevant watershed information including, but not limited to, the WMP, approved cost-share program, cost-share projects, events, and educational materials.

7. Continue to update the Wabash River Enhancement Corporation's Facebook page and distribute e-newsletters on a quarterly basis to provide updates, post events, and promote opportunities for the public to become involved with the project.

The websites and Facebook page were updated regularly, including blitz information, opportunities to be involved, and educational material. At the start of this grant, we had 1,500 followers on the WREC and Wabash Riverfest Facebook pages. This increased to 2,516 in December 2018 and 2,696 in December 2019. Regular e-newsletters were sent to ~4,500 individuals and can be found in Appendix 5.

8. Conduct no less than four (4) field days (outdoor educational activity) or workshops (indoor educational activity) to educate watershed residents, including producers and landowners, about nonpoint source pollution, water quality, and/or the importance of incorporating the BMPs outlined in the Region of the Great Bend Wabash River WMP.

WREC hosted 3 native plant transplanting worshops in May 2018 to educate residents of the watershed on this important technique. Attendees learned about native plants and their function in stormwater mamangement, while also gaining a skill they could take home. WREC also hosted a rain barrel workshop on September 29, 2018. The workshop also served as a mini green tour, as we hosted it at the home of a former cost share recipient who had pervious pavement, native plants, a vast vegetable garden, many rain barrels, and newly installed solar panels. During the workshop, we covered background and function of rain barrels and did an installation demo. Workship attendees participated in peer to peer learning as they discussed their experiences with rain barrels and other BMPs and asked questions. Flyers for events can be found in Appendix 6.

9. Host no less than two (2) Green Practices Tours to highlight BMPs and programs throughout the watershed.

In August of 2017 and 2018, WREC partnered with Grow Local (the local community garden network), Purdue Extenstion, Bicycle Lafayette (local bicycle advocates), Hanna Community Center, and numerous organizations connected with the Grow Local network to host a Green Tour on bicycles of urban stormwater BMPs and community gardens. In our community, many community gardens also have BMPs such as rain barrels, rain gardens, and bioswales. Along the way, we visited pervious pavement on roads nearby several community gardens. The list of sites was provided to the public and some community members drove themselves from site to site if they could not ride a bicycle. In year two, we partnered with Habitat for Humanity of Lafayette to lend bicycles to anyone that did not have their own. In year one, we had a meal preppared by Purdue Extention at the end of the tour. This provided time for attendees to connect more with one another and discuss what we had viewed and learned. Both years, we collected produce for the Food Finders food bank, donating over 35 lbs each tour from surplus food at the gardens.

10. Continue to implement the Eco Champion educational signage program and highlight no less than fifteen (15) urban BMPs with Eco Champion signs.

We regularly distributed Eco-champion signs to cost share recipients, workshop and tour attendees, and at our educational booths. We exceeded the minimum of 15 signs installed.

Task E. The Grantee shall develop a detailed plan for sustainable funding for the Region of the Great Bend Wabash River watershed project. A written copy of the final plan shall be included in the final report.

WREC has develeoped a detailed plan for sustainable funding for this watershed project utilizing local taxes and other grant opportunities. The complete plan can be found in Appendix 7.

3. <u>Evaluation of Goal Achievement</u>

The broad goals of this phase of implementation were to: implement the cost share program, continue education and outreach, and create a sustainable funding plan (specific goals stated in the introduction).

We determine goal achievement by the project outcomes and measures of success outlined in the grant application:

Outcome 1: Cost-share program promoted in target sub watersheds. Measures of success:

- Cost share program reviewed and approved (achieved)
- 70 Landowner meetings (achieved)
- 10% increase in educational event attendance over phase 2 numbers (achieved, attendance at Wabash Riverfest alone increased from 5 to 10 thousand attendees)

Outcome 2: Cost Share Program implemented in target sub watersheds. Measures of success:

- 2 Ag and 2 Urban committee meetings to review grant applications (achieved)
- 35 319A/U forms and load reductions submitted to IDEM for reimbursement (Nearly achieved, 23 forms were submitted for a total of 29 projects. However, all grant funds were allocated so we consider this goal achieved)
- Reduce Loads by 333,175 lbs. N, 18,270 lbs., P, and 2,210 Tons S. (Nearly achieved, load reductions were 7,383 lbs. N, 3,542 lbs. P, and 3, 164 Tons S. Goals for N and P were not met, but S goals were exceeded.)

Outcome 3: Increased knowledge about the Wabash River and appropriate ways to positively impact the River. Measures of success:

- 24 website updates (achieved)
- 4 conservation based educational events (achieved),
- 5% increase in attendees at educational events (achieved)
- 5% increase in volunteers and Blitz participants (achieved)

Outcome 4: Long term sustainable funding plan created. Measures of success:

- 5 grant opportunities identified (achieved)
- plan approved by WREC board (achieved)

Outcome 5: Complete reporting to IDEM. Measures of success:

- Quarterly and final reports submitted (achieved upon submission of this final report)

This phase of implementation successfully allocated all cost share funding, had a robust education and outreach program, and created a sustainable funding plan for the watershed program. To date, this watershed management project has reduced 658,918.85 lbs. N, 247,686.27 lbs. P, and 20,508.3 Tons S from reaching the Wabash River. These values reflect reductions of 13%, 90%, and 62% respectively of our 30-year WMP goals. We are making excellent progress towards our goals with continued implementation. The steering committee will continue to analyze these numbers and our progress towards meeting our 30 WMP goals during the next phase of implementation.

4. Public Participation and Partnerships

Public Participation was strong during this phase of implementation. Nearly 170 people participated in our workshops and green tours. Attendance at Wabash Riverfest was 8,000 in 2017 and 10,000 in 2018. Nearly 100 people volunteered during each blitz, DeTrash the Wabash, and Wabash Riverfest. We

estimate we spoke with at least 400 people while hosting educational booths at other community events. Due to high requests for site visits and cost share funds, we believe the education and outreach program was successful at increasing awareness of ways to positively impact the Wabash River.

Partnerships were the key to a successful phase of implementation! The Region of the Great Bend of the Wabash River has many partners advocating on its behalf. The time, energy, and financial contributions of all these partners is invaluable.

The steering committee included individuals with a variety of backgrounds and interests from organizations including: Tippecanoe County Soil and water Conservation District (SWCD) and Natural Resource and Conservation Service (NRCS) offices; Lafayette Renew (City of Lafayette stormwater department); City of West Lafayette stormwater, wastewater, engineering, and parks departments; Purdue University Physical Facilities; Purdue University Agricultural and Biological Engineering, Office of Engagement, and Environmental and Ecological Engineering Departments; Tippecanoe County Surveyor's office, Area Plan Commission, Solid Waste Management District, Parks Department; Tippecanoe County Partnership for Water Quality; NICHES Land Trust.

Many other partners contributed to the success of this phase of cost share and education implementation, including: Clinton, Carroll, and Howard County SWCDs, Grow Local, Purdue Extenstion, Bicycle Lafayette, Hanna Community Center, Habitat for Humanity, Food Finders Food Bank, Evangelical Covenant Church, Right Steps Child Development Center, Bauer Family Resources, Imagination Station, Cary Home for Children, Duke Energy, Virtuous Cycles, Greater Lafayette Commerce, and the United Way of Greater Lafayette.

The following partners hosted educational booths at Wabash Riverfest:
Indiana Native Plant Society, Sycamore Audubon Society, Tree Lafayette, West Lafayette Go Greener Commission, Tippecanoe Arts Federation, Indiana American Water, Bees Gone Wild, Bike Walk Greater Lafayette, Citizens Climate Lobby, City Bus, Coze Health, Green Indy Blog, Holistic Samantha, Hoosier Environmental Council, IU health, Lafayette Water Works, Mine-us Printing, Purdue entomology, Purdue Concrete, Purdue Health and Kinesiology Department, West Lafayette High School Robotic team, Tippecanoe County Parks and Public Library, Virtuous cycles, and the Wabash River Cycling Club. Additional booths were facilitated by steering committee member organizations. 40 community businesses/organizations sponsored Wabash Riverfest in 2018!

5. <u>Lessons Learned: Successes and Challenges</u>

Successes:

- All cost share funds were allocated and spent
- 29 BMPs implemented throughout the watershed with cost share funds
- High load reductions through BMP implementation
- Total program match was $437,916 which exceed our requirements by $243,066!
- Strong attendance at events and public participation
- Strong partnerships to help with promotion and implementation
- Recognition as Conservation Partner of the Year in 2018 by the Clinton County SWCD for our partnership on the Wabash Sampling Blitz
- Increase in social media followers and newsletter recipients

- Increase in community businesses sponsoring Wabash Riverfest
- Sustainability plan created and approved by the Board of Directors
- Additional grant funds allotted for this phase partway through the project
- Additional 319 funds for next round of implementation ongoing (March 2019-2021)

Success stories:

While attending "Block Talk at the Park", we met the President of the HOA in the neighborhood across the street, who later applied for and was granted cost share funds to stabilize streambanks within the neighborhood! They spread the word to the next neighborhood over, who applied for and was granted cost share to improve their stormwater pond management system!

Leadership staff at Duke Energy (DE) were eager to organize a large volunteer event for their employees in 2017. We partnered with them to provide support at one of the Native Plant Transplanting Workshops. They provided nearly 40 volunteers to assist with the program and provided lunch for all attendees. DE employees also began to volunteer in every sampling blitz. DE leadership staff encouraged us to apply for the DE Foundation Nature Grant. WREC was awarded $24,000 for the Wabash Sampling blitz 2019 program!

In 2018, we partnered with Habitat for Humanity of Greater Lafayette (HH) to provide bikes for the Green Tour attendees. HH staff attended the tour and were energized by the projects and possibilities in our community. HH staff then met with WREC staff about many potential projects in the communities they serve. They applied for cost share funds and a neighborhood project will begin in spring 2020!

Challenges:

- Some practices, like grassed water ways, took more than 1 year to implement. It can be difficult for producers to implement these practices quickly alongside other farm responsibilities and very wet weather conditions.
- Photo monitoring of installed practices proved to be a challenging task with small rewards. Agricultural pictures (particularly of cover crops) were generally underwhelming.
- Invasive species threaten both agricultural and urban projects. Every property we visited had issues with invasive species. Without diligent weeding, BMP function can be diminished, particularly in urban settings.

Lessons Learned:

- Photo monitoring of most urban projects were more useful than most agricultural projects. We would recommend photo monitoring only a subset of projects that groups would like to highlight rather than all practices. However, one year follow up of practices was an easy and useful way to stay in touch with cost share recipients and ensure that practices were being maintained.
- Begin large projects as soon as possible to ensure they are completed in the grant period.
- Show up for your partners! Partnerships are reciprocal relationships. It is important to make the time to attend events held by partners and volunteer for their efforts. Attending events held by partners is a great opportunity to meet more of the community and spread the word about water quality improvements.

- Trust and conservation take time to build! Great conservation practices can be implemented if you take the time to get to know your partners and community members.
- Widespread action on invasive species is required to improve environmental conditions. More resources and attention to this issue is necessary to meet the goals of our Watershed Management Plan.
- Our community cares about the Wabash River and its water quality. With guidance and opportunities, they can implement projects, change behaviors, and participate in efforts to improve environmental conditions.

6. Ongoing and Future Activity

Phase IV of Implementation is on-going with grant ARN 305-3-1213 operating from March 2019-March 2021. The goals of phase IV are similar to the goals of phase III: continue the cost share program to reduce non-point source pollution, monitoring water quality trends with the educational Wabash Sampling Blitz, and increase public knowledge through education and outreach. We have been preliminary approved for funding of Phase V of implementation. WREC is steadily working towards sustainable funding for implementation of the WMP utilizing the plan in this final report. We are optimistic for continued funding from a variety of sources to continue improve water quality in our reach of the Wabash River. We look forward to future projects, partnerships, volunteer engagement, and educational opportunities in the years to come!