Tippecanoe County Board of Commissioners

Meeting
Monday, June 1, 2020
10:00 am
Tippecanoe Room, Tippecanoe County Office Building
20 N 3rd Street, Lafayette, Indiana

AGENDA

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at https://www.facebook.com/TippecanoeCountyIndiana/ and https://www.youtube.com/channel/UCJIeeA9ZQo9EllGdZTdjurQ/featured

I. PLEDGE OF ALLEGIANCE

II. APPROVAL OF MINUTES

Monday, May 18, 2020

Documents:

AGENDA06012020MINUTESFROM05182020.PDF

III. PRESENTATION OF ACCOUNTS PAYABLE VOUCHERS- PAULA BENNETT

IV. PRESENTATION OF PAYROLL- PAULA BENNETT

V. AREA PLAN COMMISSION- SALLIE FAHEY

Z-2786 Heron Bay Development LLC- Greg Milakis (Stonehenge PD, Phase 4) (R1 & PDRS to PDRS) **Ordinance 2020-03-CM**: Petitioner is requesting rezoning for a single-family development totaling 107 lots and 6 outlots on private streets. The property is located roughly southeast of the intersection of Amesbury and Monument Drives in Stonehenge subdivision, Wabash 34 (NW) 24-5.

Z-2792 TBIRD Design Services Corporation (GB to I3) **Ordinance 2020-04-CM**: Petitioner is requesting rezoning of two 5-acre tracts located on the south side of Veterans Memorial Parkway and north of Old CR 350 S, east of Sagamore Parkway, specifically 4418 E Old 350 S and the unimproved 5 acres adjacent to the east, in Wea 12 (NW) 22-4.

Z-2793 Murtaugh Law LLC (R1 to GB) **Ordinance 2020-05-CM**: Petitioner is requesting rezoning a triangular-shaped half an acre of land located between Old SR 25 N and Aretz Lane, south of CR 300 N, specifically 10 Aretz Lane, in Fairfield 11 (NW) 23-4.

Z-2795 K & K Homes LLC (R1A to R1B) **Ordinance 2020-06-CM**: Petitioner is requesting rezoning of 27.57 acres (Belle Terra Major Subdivision) at the northwest corner of CR 600 N and CR 75 E in Tippecanoe 20 (SE) 24-4. WITH COMMITMENT

Documents:

AGENDA06012020APC Z2786 HERON.PDF
AGENDA06012020APC Z2792 TBIRD.PDF
AGENDA06012020APC Z2793 MURTAUGH.PDF
AGENDA06012020APC Z2795 KKHOLMES.PDF

VI. HIGHWAY- STEWART KLINE

Opening of Bids- Bridge #133 Replacement Project

Continuation Certificate- Groundwater & Environmental Services Inc for $5,000 to work in all County right-of-way

Continuation Certificate- Fairfield Contractors Inc for $5,000 to work in all County right-of-way

Continuation Certificate- Tri-County Telephone Company dba TDS Telephone for $5,000 to work in all County right-of-way

Continuation Certificate- West Point Telephone Company Inc dba TDS Telecom for $5,000 to work in all County right-of-way

Documents:

AGENDA06012020HIGHWAYGROUNDWATER.PDF
AGENDA06012020HIGHWAYFAIRFIELD.PDF
AGENDA06012020HIGHWAYTRICOUNTY.PDF
AGENDA06012020HIGHWAYTDS.PDF

VII. GRANTS- SHARON HUTCHISON

Documents:

AGENDA06012020GRANTREQUESTS.PDF
AGENDA06012020GRANTSADDENDUMPROFSERVICESAGREEMENT.PDF

VIII. ACCEPTANCE OF CERTIFICATE OF SUBSTANTIAL COMPLETION FOR JAIL SECURITY VIDEO UPGRADE PROJECT

DLZ Indiana LLC & Stanley Convergent Security

IX. THIRD DIRECTIVE CONCERNING DEPOSIT FREQUENCY

Documents:

AGENDA06012020THIRDDIRECTIVEDEPOSITFREQUENCY.PDF

X. CHANGE ORDER FOR FAIRGROUNDS PROJECT

Documents:

AGENDA06012020CHANGEORDERFAIRGROUNDSPROJECT.PDF

XI. APPOINTMENT TO TIPPECANOE COUNTY BUILDING CORPORATION BOARD

XII. UNFINISHED/NEW BUSINESS

XIII. PUBLIC COMMENT

Due to the public health emergency, public comment on agenda items may be submitted prior to the meeting at plbennett@tippecanoe.in.gov. Comments must include Name and Address to be heard. Members of the public may watch the live stream of the meeting at HTTPS://WWW.FACEBOOK.COM/TIPPECANOECOUNTYINDIANA/ and HTTPS://WWW.YOUTUBE.COM/CHANNEL/UCJIEEA9ZQO9ELLGDZTDJURQ/FEATURED

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

Monday, May 18, 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. PLEDGE OF ALLEGIANCE – President Brown called the meeting to order and lead the Pledge of Allegiance

II. PROCLAMATION

President Brown read the Proclamation designating May as Bike Month and September 22, as Bike to Work Day. The proclamation will also be signed by the Mayors of Lafayette and West Lafayette.

III. APPROVAL OF MINUTES from Monday, May 4, 2020.

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

IV. PRESENTATION OF ACCOUNTS PAYABLE – Paula Bennett

The claims from May 8, 2020 through May 20, 2020 were recommended for approval without exception.

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

V. PRESENTATION OF PAYROLL – Paula Bennett

The payroll from May 15, 2020 was recommended for approval without exception.

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

VI. DIRECTIVE CONCERNING EMERGENCY STAY HOME PAY

Attorney Masson stated that the original March 24th Directive has been updated. Employees are now working in the building or remotely with Supervisor approval and the updated directive discontinues Stay Home Pay. Employees can still take accrued leave and sick or COVID time off as needed. President Brown noted that the directive was signed May 14, 2020 and is brought before the Board for ratification today.

- Commissioner Murtaugh moved to ratify the Directive as presented, second by Commissioner Byers. Motion carried.

VII. ORDINANCE 2020-02-CM REGULATION OF TRAFFIC IN A RESIDENTIAL COMPLEX:

- Commissioner Byers moved to consider ORDINANCE 2019-02-CM on second reading, second by Commissioner Murtaugh.

Attorney Masson stated that this is the second reading and allows for enforcement of traffic laws and ordinances on private streets within apartment complexes.

President Brown called for the vote:

- Auditor Plantenga recorded the vote:
  Commissioner Brown Yes

Commissioner Murtaugh Yes
Commissioner Byers Yes

Ordinance 2020-02-CM passed 3-0 on second reading.

VIII. HIGHWAY – Stewart Kline presented and recommended:

A. Local Road & Bridge Grant Agreement with the Indiana Department of Transportation for $400,000 (which is half the local share with INDOT paying the other half) to replace Bridge 133 on CR100S. It is part of the Community Crossings program and replaces an old wooden bridge that has had emergency repairs.
   - Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

B. Verification Certificate of a Bond for TNT Concrete Inc for $5,000 to work in County Rights-of-Way.
   - Commissioner Byers moved to approve the certificate as presented, second by Commissioner Murtaugh. Motion carried.

IX. GRANTS – Commissioner Murtaugh:

For permission to accept a grant from the Indiana State Department of Health to continue the County Health Department's immunization program in the amount of $55,000.

- Commissioner Murtaugh moved to accept the grant as presented, second by Commissioner Byers. Motion carried.

X. RESOLUTION 2020-17-CM RURAL TRANSPORTATION – Commissioner Murtaugh presented and recommended:

The Pass-Through Agreement with INDOT, Certifications and a Resolution to continue the rural transportation funding arrangements that began last year with the Area IV Agency on Aging and Community Action Programs to provide transportation for those outside the urban area.

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

XI. TEMA

Attorney Masson presented a Professional Services Agreement with Jillian Joffe for data collection of COVID-19 data and response and recovery efforts in the amount of $14 per hour for a maximum of 30 hours per week.

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

XII. CHANGE ORDERS for Courthouse 5th floor HVAC Project – Commissioner Murtaugh:

The HVAC project has come in under budget and this change order will start some of the work needed for the Superior Court 7 changes in the juvenile probation area in the amount of $11,190.

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

XIII. AGREEMENT AND CHANGE ORDERS for Fairgrounds Project:

A. An agreement with Milestone Contractors for asphalting after the project is completed in the amount of $554,300.
   - Commissioner Byers moved to approve the agreement as presented, second by Commissioner Murtaugh. Motion carried.

B. Change Order #3 and #4 with J. R. Kelly for additional concrete under the bleachers and entrance doors in the amount of $13,031.95 and $7,197 respectively.
   - Commissioner Byers moved to approve the change order as presented, second by Commissioner Murtaugh. Motion carried.

XIV. UNFINISHED/NEW BUSINESS – None

XV. REPORTS ON FILE

-Clerk of the Circuit Court
-Crystal Creek Boarding Kennel

XVI. PUBLIC COMMENT

Amber Noll, from the County Extension Office, stated that there is a new directive from Purdue University that now allows County Fairs in 2020 with certain restrictions. The Office is working through the guidelines and will update the Commissioners as decisions are made.

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 6/1/2020

Minutes prepared by John Thomas, Recording Secretary

THE
Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

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

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

May 21, 2020
Ref. No.: 2020-116

Tippecanoe County Commissioners
20 N 3rd Street
Lafayette, IN 47901

CERTIFICATION

RE: Z-2786 HERON BAY DEVELOPMENT, LLC – GREG MILAKIS (STONEHENGE PD, PHASE 4) (R1 & PDRS to PDRS):
Petitioner is requesting rezoning for a single-family development totaling 107 lots and 6 outlots on private streets. The property is located roughly southeast of the intersection of Amesbury and Monument Drives in Stonehenge subdivision, Wabash 34 (NW) 24-5.

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on May 20, 2020 the Area Plan Commission of Tippecanoe County voted 16 yes - 0 no on the motion to rezone the subject real estate from R1 & PDRS to PDRS. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before Tippecanoe County Commissioners at their June 1, 2020 regular meeting. Petitioners or their representatives must present their case.

Sincerely,

Sallie Dell Fahey

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Greg Milakis, Heron Bay Development LLC
Pat Cunningham, Stonehenge Development
Mike Wolf, Tippecanoe County Building Commission

THE
Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

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

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

May 21, 2020
Ref. No.: 2020-120

Tippecanoe County Commissioners
20 N 3rd Street
Lafayette, IN 47901

CERTIFICATION

RE: Z-2792 TBIRD DESIGN SERVICES CORPORATION (GB to I3): Petitioner is requesting rezoning of two 5-acre tracts located on the south side of Veterans Memorial Parkway and north of Old CR 350 S, east of Sagamore Parkway, specifically 4418 E Old 350 S and the unimproved 5 acres adjacent to the east, in Wea 12 (NW) 22-4.

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on May 20, 2020 the Area Plan Commission of Tippecanoe County voted 16 yes - 0 no on the motion to rezone the subject real estate from GB to I3. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before Tippecanoe County Commissioners at their June 1, 2020 regular meeting. Petitioners or their representatives must present their case.

Sincerely,

Sallie Dell Fahey

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Tim Balensiefer, TBIRD Design Services Corp.
Aron Hooks, 3400 Maple Point Drive, LLC
Daniel Teder, Reiling Teder & Schrier, LLC
Mike Wolf, Tippecanoe County Building Commission

THE
Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

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

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

May 21, 2020
Ref. No.: 2020-121

Tippecanoe County Commissioners
20 N 3rd Street
Lafayette, IN 47901

CERTIFICATION

RE: Z-2793 MURTAUGH LAW, LLC (R1 to GB):
Petitioner is requesting rezoning a triangular-shaped half an acre of land located between Old SR 25 N and Aretz Lane, south of CR 300 N, specifically 10 Aretz Lane, in Fairfield 11 (NW) 23-4.

Dear Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on May 20, 2020 the Area Plan Commission of Tippecanoe County voted 16 yes - 0 no on the motion to rezone the subject real estate from R1 to GB. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before Tippecanoe County Commissioners at their June 1, 2020 regular meeting. Petitioners or their representatives must present their case.

Sincerely,

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report & Ordinances

cc: Reid Murtaugh, Murtaugh Law, LLC
Steven Withers & Jeffrey Bond, Aretz LLC
Mike Wolf, Tippecanoe County Building Commission

THE
Area Plan Commission
of TIPPECANOE COUNTY

20 NORTH 3RD STREET
LAFAYETTE, INDIANA 47901-1209

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

SALLIE DELL FAHEY
EXECUTIVE DIRECTOR

May 21, 2020
Ref. No.: 2020-123

Tippecanoe County Commissioners
20 North Third Street
Lafayette, Indiana 47901

CERTIFICATION

RE: Z-2795 K & K HOMES, LLC (R1A to R1B):
Petitioner is requesting rezoning of 27.57 acres (Belle Terra Major Subdivision) at the northwest corner of CR 600 N and CR 75 E in Tippecanoe 20 (SE) 24-4. *With Commitment.*

Dear County Commissioners:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on May 20, 2020 the Area Plan Commission of Tippecanoe County voted 15 yes - 0 no to accept the proposed commitment and 15 yes – 0 no on the motion to rezone the subject real estate with commitment from R1A to R1B. Therefore, the Area Plan Commission of Tippecanoe County recommends to the Tippecanoe County Commissioners that the proposed rezoning ordinance and commitment be APPROVED for the property described in the attachment.

Public Notice has been given that this petition will be heard before the County Commissioners at its June 1, 2020 regular meeting. Petitioners or their representatives must present their case.

If Tippecanoe County approves the rezoning with commitment, APC staff will ensure that the approved commitment is recorded and an original recorded commitment sent to the County Commissioners.

Sincerely,

Sallie Dell Fahey

Sallie Dell Fahey
Executive Director

SDF/crl

Enclosures: Staff Report, Ordinances & Commitment

cc: Ryan Kennedy, K & K Homes
Ronald H. Whistler, Whiskir, LLC
Daniel Teder, Reiling Teder & Schrier LLC

CONTINUATION CERTIFICATE

The Hartford Fire Insurance Company (hereinafter called the Surety) hereby continues in force its Bond No. 16BSBEQ1579 in the sum of Five Thousand Dollars and 00/100 ($5,000.00) Dollars,

on behalf of Groundwater & Environmental Services, Inc.

in favor of Tippecanoe County Board of Commissioners

subject to all the conditions and terms thereof through June 20, 2022 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 7th day of May, 2020.

Hartford Fire Insurance Company
Surety

By: _____
Eamonn Long Attorney-in-Fact

POWER OF ATTORNEY

Direct inquiries/Claims to:
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC
Agency Code: 16-162692

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint
Eamonn Long

its true and lawful Attorney-in-Fact, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge the following bond, undertaking, contract or written instrument:
Bond No. 16BSBEQ1579
Naming GROUNDWATER AND ENVIRONMENTAL SERVICES, INC. as Principal,
and Tippecanoe County Board of Commissioners as Obligee,
in the amount of See Bond Form(s) on behalf of Company in its business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 5th day of January, 2018, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 21, 2019.
Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

The above **Continuation Certificate** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTINUATION CERTIFICATE
FIDELITY OR SURETY BONDS/POLICIES

License No. _____

In consideration of **$270.00** dollars renewal premium, the term of Bond/Policy No. **105766697** in the amount of **$5,000.00**, issued on behalf of **FAIRFIELD CONTRACTORS, INC.**, whose address is **3481 CONCORD ROAD P.O. BOX 4427 LA FAYETTE, IN 47903**, in favor of **BOARD OF COMMISSIONERS OF TIPPECANOE COUNTY**, whose address is **20 NORTH THIRD STREET LA FAYETTE, IN 47901**, in connection with **Right-of-Way** is hereby extended to **September 23, 2021**, subject to all covenants and conditions of said bond/policy.

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

Signed, sealed and dated **June 28, 2018**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA HARTFORD, CONN.

Travelers Casualty and Surety Company of America

By: _____

Robert L. Raney, Senior Vice President

F-58-M (2/95)

The above **Continuation Certificate** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

CONTINUATION CERTIFICATE

Travelers Casualty and Surety Company of America , Surety upon

a certain Bond No. 103766642

dated effective February 20, 2002
(MONTH-DAY-YEAR)

on behalf of Tri-County Telephone Company d/b/a TDS Telecom
(PRINCIPAL)

and in favor of Board of Commissioners of the County of Tippecanoe in the State of Indiana

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on February 20, 2020
(MONTH-DAY-YEAR)

and ending on February 20, 2021
(MONTH-DAY-YEAR)

Amount of bond $ 5,000

Description of bond Utility Maintenance Bond; Right-of-Way in Tippecanoe County, IN

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on May 1, 2020
(MONTH-DAY-YEAR)

Travelers Casualty and Surety Company of America

By Rachel A. Chaveriat
Rachel A. Chaveriat , **Attorney-In-Fact**

S-0157/GEEF 11/99

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Rachel A. Chaveriat, of Knoxville, Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — ST. PAUL FIRE AND MARINE INSURANCE COMPANY — CORPORATE SEAL

State of Connecticut

By: Robert L. Raney, Senior Vice President

City of Hartford ss.

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

MARIE C. TETREAULT — NOTARY PUBLIC — CONNECTICUT

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of May, 2020.

HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA — HARTFORD, CONN. — TRAVELERS CASUALTY AND SURETY COMPANY — ST. PAUL FIRE AND MARINE INSURANCE COMPANY — CORPORATE SEAL

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

The above **Continuation Certificate** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

CONTINUATION CERTIFICATE

Travelers Casualty and Surety Company of America , Surety upon

a certain Bond No. 105337581

dated effective February 11, 2010
(MONTH-DAY-YEAR)

on behalf of West Point Telephone Company, Inc. dba TDS Telecom (West Point, IN)
(PRINCIPAL)

and in favor of Board of Commissioners of the County of Tippecanoe in the State of Indiana

(OBLIGEE)

does hereby continue said bond in force for the further period

beginning on February 11, 2020
(MONTH-DAY-YEAR)

and ending on February 11, 2021
(MONTH-DAY-YEAR)

Amount of bond $ 5,000

Description of bond Utility Maintenance Bond; Right-of-Way in Tippecanoe County, IN

PROVIDED: That this continuation certificate does not create a new obligation and is executed upon the express condition and provision that the Surety's liability under said bond and this and all Continuation Certificates issued in connection therewith shall not be cumulative and that the said Surety's aggregate liability under said bond and this and all such Continuation Certificates on account of all defaults committed during the period (regardless of the number of years) said bond had been and shall be in force, shall not in any event exceed the amount of said bond as hereinbefore set forth.

Signed and dated on May 1, 2020
(MONTH-DAY-YEAR)

Travelers Casualty and Surety Company of America

By Rachel A. Chaveriat
Rachel A. Chaveriat , **Attorney-In-Fact**

S-0157/GEEF 11/99

TRAVELERS	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Rachel A. Chaveriat, of Knoxville, Tennessee, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 1st day of May, 2020.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

Marsh

The above **Continuation Certificate** approved and accepted on behalf of the Board of Commissioners of the County of Tippecanoe in the State of Indiana, on this _____ day of _____, 2020.

_____
Tracy A. Brown, President

_____
Thomas P. Murtaugh, Vice President

_____
David S. Byers, Member

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

Attest: _____
Robert A. Plantenga, Auditor

6/1/20 Grant Requests

Permission to apply for Grant:

- **TEMA**: Indiana Homeland Security Foundation grant for Life Safety Equipment for TEMA
- **SHERIFF & Community Corrections:** Bullet Proof Vest Program to reimburse purchase of necessary vest for new deputies and necessary updates.

Permission to Accept Grant:

- **Sheriff Office changed to Commissioners**: $58,008 from Department of Justice (DOJ) Office of Justice Programs Bureau of Justice Assistance to continue COVID-19 supplies demanded for the next 36 months. No match to the County.

MOU/Contract:

- **Cary Home Youth Services**: Addendum for agreements to Safe Place program (six different providers)

ADDENDUM TO TIPPECANOE COUNTY
PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on or about August 3, 2015, a Professional Services Agreement (hereinafter referred to as "Agreement"), was entered into by and between The County of Tippecanoe, State of Indiana, by and through its Board of Commissioners, (hereinafter referred to as "County") and **Emily Hardy Kraska** (hereinafter referred to as "Contractor"); and

WHEREAS, said Agreement has been amended from time to time as the grant providing the funding for said Agreement has been renewed or extended; and

WHEREAS, the County is a recipient of a two year Indiana Youth Services Association Safe Place Grant for the period beginning July 1, 2020, and ending June 30, 2022; and

WHEREAS, the parties wish to further amend the Agreement to modify its compensation provisions with respect to aggregate limit available for Safe Place response contractors during the period beginning July 1, 2020, and ending June 30, 2022:

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. Paragraph 4.01 of the Agreement is hereby amended to add the following language:

Contractor acknowledges that, for the period beginning July 1, 2020, and ending June 30, 2022, a limit of fourteen thousand six hundred dollars ($14,600) has been allocated as an aggregate for the collective group of Safe Place response contractors, of which there are six contractors.

2. The remainder of the Agreement shall remain in full force and effect.

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

TIPPECANOE COUNTY:		CONTRACTOR:	
_____	_____	_____	_____
Tracy A. Brown	Date	Emily Hardy Kraska	Date
_____	_____		
Thomas P. Murtaugh	Date		
_____	_____		
David S. Byers	Date		

ATTEST:

_____	_____
Robert Plantenga, Auditor	Date

ADDENDUM TO TIPPECANOE COUNTY
PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on or about August 3, 2015, a Professional Services Agreement (hereinafter referred to as "Agreement"), was entered into by and between The County of Tippecanoe, State of Indiana, by and through its Board of Commissioners, (hereinafter referred to as "County") and **Rebecca Humphrey** (hereinafter referred to as "Contractor"); and

WHEREAS, said Agreement has been amended from time to time as the grant providing the funding for said Agreement has been renewed or extended; and

WHEREAS, the County is a recipient of a two year Indiana Youth Services Association Safe Place Grant for the period beginning July 1, 2020, and ending June 30, 2022; and

WHEREAS, the parties wish to further amend the Agreement to modify its compensation provisions with respect to aggregate limit available for Safe Place response contractors during the period beginning July 1, 2020, and ending June 30, 2022:

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. Paragraph 4.01 of the Agreement is hereby amended to add the following language:

Contractor acknowledges that, for the period beginning July 1, 2020, and ending June 30, 2022, a limit of fourteen thousand six hundred dollars ($14,600) has been allocated as an aggregate for the collective group of Safe Place response contractors, of which there are six contractors.

2. The remainder of the Agreement shall remain in full force and effect.

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

TIPPECANOE COUNTY:		CONTRACTOR:	
_____	_____	_____	_____
Tracy A. Brown	Date	Rebecca Humphrey	Date
_____	_____		
Thomas P. Murtaugh	Date		
_____	_____		
David S. Byers	Date		

ATTEST:

_____	_____
Robert Plantenga, Auditor	Date

ADDENDUM TO TIPPECANOE COUNTY
PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on or about August 3, 2015, a Professional Services Agreement (hereinafter referred to as "Agreement"), was entered into by and between The County of Tippecanoe, State of Indiana, by and through its Board of Commissioners, (hereinafter referred to as "County") and **Devon Moore** (hereinafter referred to as "Contractor"); and

WHEREAS, said Agreement has been amended from time to time as the grant providing the funding for said Agreement has been renewed or extended; and

WHEREAS, the County is a recipient of a two year Indiana Youth Services Association Safe Place Grant for the period beginning July 1, 2020, and ending June 30, 2022; and

WHEREAS, the parties wish to further amend the Agreement to modify its compensation provisions with respect to aggregate limit available for Safe Place response contractors during the period beginning July 1, 2020, and ending June 30, 2022:

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. Paragraph 4.01 of the Agreement is hereby amended to add the following language:

Contractor acknowledges that, for the period beginning July 1, 2020, and ending June 30, 2022, a limit of fourteen thousand six hundred dollars ($14,600) has been allocated as an aggregate for the collective group of Safe Place response contractors, of which there are six contractors.

2. The remainder of the Agreement shall remain in full force and effect.

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

TIPPECANOE COUNTY:		CONTRACTOR:	
_____	_____	_____	_____
Tracy A. Brown	Date	Devon Moore	Date
_____	_____		
Thomas P. Murtaugh	Date		
_____	_____		
David S. Byers	Date		

ATTEST:

_____	_____
Robert Plantenga, Auditor	Date

ADDENDUM TO TIPPECANOE COUNTY
PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on or about August 3, 2015, a Professional Services Agreement (hereinafter referred to as "Agreement"), was entered into by and between The County of Tippecanoe, State of Indiana, by and through its Board of Commissioners, (hereinafter referred to as "County") and **Alisha Phillips** (hereinafter referred to as "Contractor"); and

WHEREAS, said Agreement has been amended from time to time as the grant providing the funding for said Agreement has been renewed or extended; and

WHEREAS, the County is a recipient of a two year Indiana Youth Services Association Safe Place Grant for the period beginning July 1, 2020, and ending June 30, 2022; and

WHEREAS, the parties wish to further amend the Agreement to modify its compensation provisions with respect to aggregate limit available for Safe Place response contractors during the period beginning July 1, 2020, and ending June 30, 2022:

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. Paragraph 4.01 of the Agreement is hereby amended to add the following language:

Contractor acknowledges that, for the period beginning July 1, 2020, and ending June 30, 2022, a limit of fourteen thousand six hundred dollars ($14,600) has been allocated as an aggregate for the collective group of Safe Place response contractors, of which there are six contractors.

2. The remainder of the Agreement shall remain in full force and effect.

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

TIPPECANOE COUNTY:		CONTRACTOR:	
_____	_____	_____	_____
Tracy A. Brown	Date	Alisha Phillips	Date
_____	_____		
Thomas P. Murtaugh	Date		
_____	_____		
David S. Byers	Date		

ATTEST:

_____	_____
Robert Plantenga, Auditor	Date

TIPPECANOE COUNTY
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter referred to as "Agreement"), entered into by and between The Board of Commissioners of Tippecanoe County, (hereinafter referred to as "County" and Madeline Riordan (hereinafter referred to as "Contractor"), is executed pursuant to the terms and conditions set forth herein.

RECITALS

Tippecanoe County has funding available through the Indiana Youth Services Association, available in Tippecanoe County Fund Name Juv Alt Safe Place Grant, Fund Number 9211, to provide qualified contractors to respond to youths that have requested assistance at a Safe Place location.

Contractor is qualified, willing, and able to provide such response services pursuant to the terms set forth in this Agreement.

SECTION I. INTERPRETATION AND INTENT

1.01 The "Agreement", as referred to herein, shall mean this Agreement executed by County and Contractor, and shall include these Terms and Conditions, and any written supplemental agreement or modification entered into between County 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 County and Contractor. No statements, promises or agreements whatsoever, in writing or verbal, in conflict with the terms of the Agreement have been made by County 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 County and Contractor.

1.03 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.

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

SECTION II. DUTIES OF Contractor

2.01 Contractor shall provide professional response services when necessary to respond to a youth requesting assistance at a Safe Place location. Contractor, as one of six separate contractors performing similar duties for Tippecanoe County, will rotate with other similar

Contractors on an "On-Call" basis. The services to be provided by Contractor under this Agreement shall proceed with promptness and diligence and shall be executed to County's satisfaction.

SECTION III. TERM

3.01 This Agreement shall commence upon full execution of the parties, and shall continue from year to year unless terminated for cause or convenience by the parties under section 5.07.

SECTION IV. COMPENSATION

4.01 Contractor will be one of six Safe Place response contractors. Those contractors will rotate "on call" duties on a weekly basis. Contractor shall receive twenty dollars ($20) for each day Contractor serves on call. This compensation shall be due regardless of whether Contractor is called upon to provide incident response for that particular day. If Contractor serves on call for less than the full day, such compensation shall be reduced on a *pro rata* basis.

Contractor acknowledges that, for the period beginning July 1, 2020, and ending June 30, 2022, a limit of fourteen thousand six hundred dollars ($14,600) has been allocated as an aggregate for the collective group of Safe Place response contractors, of which there are six contractors.

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

4.03 Contractor will provide County with a completed and signed IRS Form W-9.

4.04 County will report payments to Contractor for services provided under this Agreement on IRS Form 1099-MISC.

SECTION V. GENERAL PROVISIONS

5.01 **Independent Contractor**. The parties agree that Contractor is an Independent Contractor as that term is commonly used. As such, Contractor is solely responsible for all taxes and none shall be withheld from the sums paid to Contractor for the services performed under this Agreement. Contractor acknowledges that it is not insured in any manner by the County for any loss of any kind whatsoever, and that County does not carry workers compensation insurance for Contractor. The Contractor has no authority, express or implied, to bind or obligate the County in any way under the terms of this Agreement.

5.02 **Concurrent Employment with Tippecanoe County**. The parties acknowledge that Contractor is concurrently employed as a salaried employee with Tippecanoe County, and that this contract is a separate agreement for services being provided as an Independent Contractor to Tippecanoe County that are outside the scope of Contractor's regular duties as a Tippecanoe County employee, and that will be performed on Contractor's own time and not as part of Contractor's day-to-day duties as a Tippecanoe County employee. Contractor will not be paid as a Tippecanoe County employee for any time spent performing the duties detailed in this Agreement.

5.03 **Subcontracting**. The parties agree that Contractor shall not subcontract, assign or delegate any portion of this Agreement.

5.04 **Confidentiality of County Information**. Contractor understands that confidential information may be provided to it or obtained from County during the performance of its services that Contractor may not, without prior written consent of the County, disclose such confidential information to a person not in the County'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 County. 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. Contractor shall not, under any circumstances, release information provided to it by, or on behalf of, the County that is required to be kept confidential by County pursuant to Indiana law.

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 County or any other authorized representative of the Tippecanoe County, Indiana. Copies thereof, if requested, shall be furnished at a reasonable cost to the County.

5.06 **Insurance**.

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

A. Claims under Worker's Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work (unless Contractor has no employee's or provides County with Certificate

of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5);

B. Professional Liability Insurance.

C. Automobile liability insurance, if Contractor uses a motor vehicle in relation to the provision of services under this Agreement,

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

A. If Contractor has any employees (unless Contractor has no employees or has provided County with Certificate of Exemption under IC 22-3-2-14.5 and/or IC 22-3-7-34.5)

1. Worker's Compensation & Disability — Statutory

B. Professional Liability Insurance — $100,000 each occurrence and $750,000 aggregate

C. Comprehensive automobile liability insurance shall cover all owned, non-owned and hired vehicles with a $500,000 Combined Single Limit.

5.06.3 With the prior approval of County, 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.

5.06.4 Notwithstanding any other provision of this Agreement, Contractor shall provide County with such certification or other documentation or evidence of insurance coverage as County may from time to time request.

5.07 **Termination for Cause or Convenience**.

5.07.1 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 otherwise violates or fails to perform any term, covenant or provision of this Agreement, then County 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 County's intent to terminate, and (2) an opportunity for consultation with County 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 unperformed work, but Contractor will be paid as agreed for all services provided prior to receiving notice of the termination of this agreement.

5.07.2 Either party may terminate this Agreement, for convenience without cause, upon thirty (30) days prior written notice, and Contractor shall be paid as agreed for all services provided prior to receiving notification of the termination of this agreement,

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

5.07.4 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 County, and Contractor shall be paid as agreed for all services provided prior to receiving notification of the termination of this agreement.

5.08 **Termination for Failure of Funding**. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by County are at any time insufficient or not forthcoming through failure of any entity to appropriate funds or otherwise, then County 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. County agrees 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. In any event, Contractor shall be paid for all services provided prior to receiving the notice of the termination of this agreement.

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

To Contractor:

Madeline Riordan
2212 Shasta Drive
Lafayette, IN 47909

To County:

Board of Commissioners of
Tippecanoe County
20 N. 3rd Street
Lafayette, IN 47901

5.10 **Non-discrimination**. Contractor 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.

5.11 **Conflict of Interest**. Contractor certifies and warrants to County 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 County.

5.12 **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.

5.13 **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 County 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 Ordinance or Codes of the County of Tippecanoe. Suit, if any, shall be brought in the State of Indiana, County of Tippecanoe.

5.14 **Waiver**. Either party'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 County's or the Contractor's rights or remedies.

5.15 **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.

5.16 **Attorney's Fees**. Each party shall be liable to the other party for reasonable attorney's fees incurred by it in connection with the collection or attempt to collect, any damages arising from the negligent or wrongful act or omission of the other party, or from the other party's failure to fulfill any provisions or responsibility provided herein.

5.17 **Successors and Assigns**. County 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 County. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of County.

5.18 **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 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 (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.

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

TIPPECANOE COUNTY:		CONTRACTOR:	
_____	_____	_____	_____
David S. Byers	Date	Madeline Riordan	Date
_____	_____		
Tracy A. Brown	Date		
_____	_____		
Thomas P. Murtaugh	Date		

ATTEST:

_____	_____
Robert Plantenga, Auditor	Date

ADDENDUM TO TIPPECANOE COUNTY
PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on or about August 3, 2015, a Professional Services Agreement (hereinafter referred to as "Agreement"), was entered into by and between The County of Tippecanoe, State of Indiana, by and through its Board of Commissioners, (hereinafter referred to as "County") and **Kaitlin Romza (f/k/a Krueger)** (hereinafter referred to as "Contractor"); and

WHEREAS, said Agreement has been amended from time to time as the grant providing the funding for said Agreement has been renewed or extended; and

WHEREAS, the County is a recipient of a two year Indiana Youth Services Association Safe Place Grant for the period beginning July 1, 2020, and ending June 30, 2022; and

WHEREAS, the parties wish to further amend the Agreement to modify its compensation provisions with respect to aggregate limit available for Safe Place response contractors during the period beginning July 1, 2020, and ending June 30, 2022:

NOW, THEREFORE, the County and the Contractor do mutually agree as follows:

1. Paragraph 4.01 of the Agreement is hereby amended to add the following language:

Contractor acknowledges that, for the period beginning July 1, 2020, and ending June 30, 2022, a limit of fourteen thousand six hundred dollars ($14,600) has been allocated as an aggregate for the collective group of Safe Place response contractors, of which there are six contractors.

2. The remainder of the Agreement shall remain in full force and effect.

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

TIPPECANOE COUNTY:		CONTRACTOR:	
_____	_____	_____	_____
Tracy A. Brown	Date	Kaitlin Romza	Date
_____	_____		
Thomas P. Murtaugh	Date		
_____	_____		
David S. Byers	Date		

ATTEST:

_____	_____
Robert Plantenga, Auditor	Date

THIRD DIRECTIVE CONCERNING DEPOSIT FREQUENCY

This directive is being issued pursuant to Resolution 2020-13-CM and State Board Examiner Directive 2020-01 concerning the deposit frequency of funds held by Tippecanoe County Government and supplements the Directives Concerning Deposit Frequency issued March 24, 2020 and April 7, 2020.

Pursuant to the first two directives and due to the need to limit in-person contact, daily deposits were limited to twice per week from March 26, 2020, through the present. Beginning on Monday, June 1, 2020, Tippecanoe County Departments should resume daily deposits pursuant to state law.

Dated this 20 day of May 2020.

Tracy A. Brown, President
Tippecanoe County Board of Commissioners

AIA® Document G701/CMa™ – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT *(Name and address)*:
885-Fairground Renovations
1406 Teal Rd.
Lafayette, IN 47905

CHANGE ORDER NUMBER: BP4 885-002
INITIATION DATE: 5/15/2020

OWNER: ☒
CONSTRUCTION MANAGER: ☒
ARCHITECT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO CONTRACTOR *(Name and address):*
Mulhaupt's, Inc.
209 N. 5th Street
Lafayette, IN 47901

PROJECT NUMBERS: 885 / 885
CONTRACT DATE: August 22, 2019
CONTRACT FOR: 4G-Hollow Metal Frames Doors and Hardware; 4O-Electronic Safety and Security; 4R-Fire Detection and Alarm

THE CONTRACT IS CHANGED AS FOLLOWS:

EWO 885-096

[] **DEDUCT** - to change video surveillance cameras from Exacq Vision Software compatible software cameras to Sony EM642R, EB642R, and XM631 cameras.

Total **DECREASE** for this Change Order: **-<$11,000.00>**

AIA Document G701/CMa™ – 1992. Copyright © 1992 byThe American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:38:56 ET on 05/15/2020 under Order No.9887942070 which expires on 02/17/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADACB)

CHANGE ORDER BP4 885-002 (EWO 885-096)

The original Contract Sum was	$	549,347.00
Net change by previously authorized Change Orders	$	-27,748.00
The Contract Sum prior to this Change Order was	$	521,599.00
The Contract Sum will be decreased by this Change Order in the amount of	$	11,000.00
The new Contract Sum including this Change Order will be	$	510,599.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is unchanged..

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Tecton Construction Management
CONSTRUCTION MANAGER *(Firm name)*
102 North 3rd Street
Suite 201
Lafayette, IN 47901
ADDRESS

BY *(Signature)*
Mike Roberts 5/19/2020
(Typed name) DATE:

NA
ARCHITECT *(Firm name)*
NA

ADDRESS

BY *(Signature)*
NA
(Typed name) DATE: NA

Mulhaupt's, Inc.
CONTRACTOR *(Firm name)*
209 N. 5th Street
Lafayette, IN 47901
ADDRESS

BY *(Signature)*
Richard Woodhead 5-18-20
(Typed name) DATE:

Tippecanoe County Commissioners
OWNER *(Firm name)*
20 N.Third Street
Lafayette, IN 47901
ADDRESS

BY *(Signature)*
David Byers
(Typed name) DATE:

AIA Document G701/CMa™ – 1992. Copyright © 1992 byThe American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 13:38:56 ET on 05/15/2020 under Order No.9887942070 which expires on 02/17/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.
User Notes: (3B9ADACB)