AGREEMENT
Between
THE INDIANA DEPARTMENT OF TRANSPORTATION
And
THE CITY OF MONTICELLO
For
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION EQUIPMENT AT VARIOUS TRAFFIC SIGNALS ON STATE HIGHWAYS IN AND NEAR the CITY OF MONTICELLO, WHITE COUNTY, INDIANA

This Emergency Vehicle Preemption Equipment Agreement ("Agreement"), made by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as "INDOT") and the City of Monticello, (hereinafter referred to as the "CITY"), and collectively referred to as the "Parties," through their duly authorized and undersigned officials, is executed pursuant to the terms and conditions set forth herein and shall be effective as of the date of approval by the Office of the Indiana Attorney General. In consideration of those mutual undertakings and covenants, the Parties agree as follows:

RECITALS

WHEREAS, in the interest of public safety and convenience, the CITY has requested the installation of special emergency vehicle preemption equipment ("Preemption System") to various traffic signals along U.S. 24 ("US 24") in the City of Monticello, White County, Indiana; and

WHEREAS, INDOT and the CITY deem the regulation of traffic by the use of a Preemption System connected to the traffic signals to be beneficial to traffic at said locations to the extent of permitting such improvements to be made on the state highways and participating in the same under conditions as specified within this Agreement; and

WHEREAS, the Preemption System shall be installed and maintained at locations listed in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the term "emergency vehicle" means police vehicles, fire apparatus, certified ambulances, or other vehicles designated as emergency vehicles in accordance with state law;

NOW THEREFORE, in consideration of the premises and the mutually dependent covenants herein contained, the Parties hereto agree as follows:

ARTICLE I
SPECIFIC PROVISIONS

1.1. **Recitals:** The Recitals record above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles, and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the Interpretation of this Agreement.

1.2. Term.

A. Effective date. This Agreement shall become effective on the date it is approved by the Attorney General of Indiana or an authorized representative.

B. Termination date is the earliest of:

1. If the Preemption System installed by terms of this Agreement is removed from the highway system, this Agreement shall terminate on the date the Preemption System is fully removed.

2. This Agreement shall terminate on the date a lack of funding determination is made by the State Budget Director as provided in section 2.19 of this Agreement.

1.3. Construction. The CITY is responsible for all work associated with the design, construction, and installation of the Preemption System at the locations in accordance with **Exhibit A**. The Preemption System will be installed under the supervision of INDOT under Des. No. **2401541**.

1.4. Acceptance of Preemption System Installation.

A. After satisfactory completion of the work as determined by a final inspection, INDOT will accept the installation of the Preemption System as being complete and acceptable for use.

B. Upon acceptance of the Preemption System by INDOT, the Preemption System equipment will become the property of the CITY.

1.5. Rights of Entry. INDOT grants permission to the CITY, its contractor and subcontractors to enter upon the state-owned or controlled right-of-way for the sole purpose of future maintenance and removal of Preemption Systems at the locations listed in **Exhibit A**.

1.6. Maintenance and Operations.

A. A Preemption System's high priority shall be used only by emergency vehicles. A Preemption System's low priority may be used by INDOT vehicles to facilitate maintenance operations such as snow removal.

B. Emergency vehicles may only use the Preemption System when responding to emergency situations. The Preemption System shall not be used when returning from emergency responses nor for non-dispatched routine daily activities such as traffic enforcement. The Preemption System will not be operated without the logging capabilities enabled and the emitters used in the system shall have unique identity codes.

C. INDOT and the CITY will develop compatible timings for the initial programming of the Preemption System. In the event that INDOT or the CITY decides, at a future date, these timings or sequences require changes, the Parties agree to notify each other and supply a copy of the new timings and sequences. INDOT has final approval and full responsibility for timings and sequencing that are installed in an INDOT controller.

D. The CITY shall maintain the Preemption System equipment, including emitters used by emergency vehicles, and the confirming devices at each location listed in **Exhibit A**. The CITY and INDOT agree that should a change of controllers or Preemption Equipment, which would affect system compatibility, be desired by either Party, then the Parties must agree to the change. If the Parties do not mutually accept such change, then the preemption may be disconnected by INDOT within its controller.

E. The CITY, or its representative, shall contact, by any means, the LaPorte District Traffic Engineer, ("DTE"), a minimum of two (2) hours before performing emergency maintenance on preemption equipment located in, or on, the INDOT traffic signal system equipment. An INDOT signal technician may be present during this maintenance activity.

F. The CITY, or its representative, shall contact, by any means, the DTE, a minimum of one (1) workday, before performing routine maintenance on preemption equipment located in, or on, the INDOT traffic signal system equipment. Routine maintenance shall not be performed on a weekend, holiday, or after normal working hours. An INDOT signal technician may be present during this maintenance activity.

G. INDOT, through its normal procedures, will make the initial response to a reported traffic signal malfunction. If it is determined that the preemption equipment needs maintenance, the preemption will be disconnected within the traffic controller cabinet. INDOT will notify the CITY of the preemption disconnect on the day of preemption disconnect if such notification can be made during normal working hours, otherwise INDOT will notify the CITY on the next workday.

H. INDOT reserves the right to disconnect the Preemption System, in INDOT's controller cabinet, should malfunction or operational problems be discovered which may be detrimental to the operation of the traffic signal at INDOT's intersection. INDOT will notify the CITY of the preemption disconnect on the day of preemption disconnect, if such notification can be made during normal working hours, otherwise, INDOT will notify the CITY on the next workday.

I. In the course of emergency maintenance due to equipment knock down caused by vehicular accident or acts of nature, INDOT or its representative, will attempt, using normal diligence, to salvage for re-use any Preemption System equipment that has been knocked down. INDOT will not reinstall Preemption System equipment. INDOT or its representative will not ensure that any Preemption System equipment removed for salvage is functional. The CITY or its representative shall assure that the equipment is functional before attempting to reinstall the equipment.

J. The CITY may request in writing that locations upon INDOT's highway system be added to or removed from **Exhibit A**. A formal amendment to this Agreement will be required before a change in the locations is effective.

K. If after appropriate review, INDOT determines that any preemption equipment or appurtenances installed on the highway right-of-way by terms of this Agreement have become substandard, conflicts with future improvements or other necessary installations, are not being maintained, are being misused or this Agreement is terminated, INDOT may order modification, relocation or removal of the Preemption System. The CITY will provide evidence of valid emergency runs when requested. A pre-qualified contractor employed by the CITY shall perform the removal or modification within two (2) months of notice to the CITY from INDOT.

L. If, after installation, a Preemption System is to be removed, the CITY, at their own expense, shall have a signal contractor, pre-qualified with INDOT, perform the removal. A qualified IMSA Certified Traffic Signal Electrician Level II shall be in responsible charge for the removal work and shall make any wiring modifications. The CITY shall notify the DTE at least five (5) working days prior to commencing work on the removal of the preemption equipment.

M. Upon termination of this Agreement or during maintenance or modernization activities on the Preemption System, Preemption System equipment removed by the CITY will remain the property of the CITY.

1.7. CITY'S Responsibilities.

The CITY's responsibilities shall include but are not limited to:

A. The CITY shall be responsible for, and shall pay for all costs relating to installation, maintenance, repairs, and modifications of the Preemption Equipment.

B. Wherever in this Agreement any obligation or responsibility is assumed by the CITY, same shall be deemed an obligation of said CITY.

C. The CITY shall perform all work permitted under this Agreement to INDOT's reasonable satisfaction, as determined at the discretion of INDOT and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.

D. The CITY shall coordinate with the manufacturer in order to present a Preemption System training session for all new users. Those persons unavailable for the training session must be instructed separately by a person designated by the CITY's police or fire department. No person shall be allowed to operate Preemption System equipment before completing training.

E. To providers other than INDOT, the CITY shall pay for:

1. Materials, equipment, and labor required to maintain the Preemption System emitters in emergency vehicles.

2. Costs for employing a project supervisor/engineer and for testing and inspection work done by the project supervisor/engineer.

3. Materials, equipment, and labor necessary to maintain, update, modify, or remove the Preemption System.

4. Materials, equipment, and labor required to reinstall the Preemption System after INDOT, in its normal course of business, has provided emergency maintenance to knocked-down equipment that contains any Preemption System equipment permitted under this Agreement.

5. Materials, equipment, and labor required to reinstall the Preemption System after INDOT, in its normal course of business, has modernized a traffic signal containing preemption equipment.

6. Power for Preemption System equipment not at the intersections listed in **Exhibit A**.

7. Any costs related to Preemption System Training.

1.8. INDOT's Responsibilities.

In its normal course of business, INDOT will be responsible for:

A. Costs for maintenance of the traffic signals located on INDOT's highway system, excepting the Preemption System at the locations listed in **Exhibit A**. INDOT will make the initial response to any reported signal malfunction and diagnose if the problem is associated with the preemption equipment.

B. Costs, excepting any preemption equipment and appurtenances, for future modernization of the traffic signals listed in **Exhibit A**.

C. Costs for any emitters mounted on INDOT vehicles.

D. Under no circumstances will INDOT have any responsibility for the design, construction, and installation of the Preemption System.

ARTICLE II
GENERAL PROVISIONS

2.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred

under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for five (5) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agrees that, upon request by any Party or state or federal agency, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2.2. **Assignment; Successors. [OMITTED NOT APPLICABLE]**

2.3. **Assignment of Antitrust Claims. [OMITTED NOT APPLICABLE]**

2.4. **Audits.** The CITY acknowledges that they may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with IC §5-11-1, et seq; and audit guidelines specified by the State.

2.5. **Authority to Bind.** The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY and has obtained all necessary or applicable approvals to make this Agreement fully binding upon CITY when his/her signature is affixed, and accepted by the State.

2.6. **Changes in Work.** The CITY shall not commence any additional work or change the scope of the work until authorized in writing by the State. The CITY shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

2.7. **Certification for Federal-Aid Contracts Lobbying Activities.** The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of CITY, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreements, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal,

amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CITY also agrees by signing this Agreement that they shall require that the language of this certification be included in all contractor agreements including lower tier subcontracts, which exceed $100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each failure.

2.8. Compliance with Laws.

A. The CITY shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the State and the CITY to determine whether the provisions of this Agreement require formal modification.

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq. and the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. [OMITTED NOT APPLICABLE]

D. [OMITTED NOT APPLICABLE]

E. [OMITTED NOT APPLICABLE]

F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. [OMITTED NOT APPLICABLE.]

H. As required by IC §5-22-3-7:

1. The CITY and any principals of the CITY certify that:

   (A) The CITY, except for de minimis and nonsystematic violations, has not violated the terms of:
   (i) IC §24-4.7 [Telephone Solicitation of Consumers];
   (ii) IC §24-5-12 [Telephone Solicitations]; or
   (iii)IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

   (B) The CITY will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2. The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations,

   (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

   (B) will not violate the terms of IC §24-4.7 for the duration of the Agreement, even if IC §24-4.7 is preempted by federal law.

2.9. Condition of Payment. [OMITTED NOT APPLICABLE]

2.10. Confidentiality of State Information. [OMITTED NOT APPLICABLE]

2.11. Continuity of Services. [OMITTED NOT APPLICABLE]

2.12. Debarment and Suspension.

A. The CITY certifies by entering into this Agreement that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CITY.

B. The CITY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The CITY shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at CITY's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Agreement.

2.13. Default by State. [OMITTED NOT APPLICABLE]

2.14. Disputes. [OMITTED NOT APPLICABLE]

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

In addition to the provisions of the above paragraph, if the total amount set forth in this Agreement is in excess of $25,000.00, the CITY certifies and agree that they will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled

substance is prohibited in the CITY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY's policy of maintain a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

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

2.16. **Employment Eligibility Verification.** As a condition precedent to entering this Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the CITY swears or affirms under the penalties of perjury that the CITY has not knowingly employed, and will not knowingly employ, an unauthorized alien. The CITY further affirms that:

A. The CITY has enrolled in and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The CITY is not required to participate should the E-Verify program cease to exist. Additionally, the CITY is not required to participate if the CITY is self-employed and does not employ any employees.

B. The CITY has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The CITY has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the CITY subsequently learned or learns is an unauthorized alien.

C. The CITY has required and shall require his/her/its subcontractors, who perform work under this Agreement, to certify to the CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The CITY agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

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

2.17. Employment Option. [OMITTED NOT APPLICABLE.]

2.18. 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 or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the Party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other Parti es and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement. However, the terminating Party shall be responsible to reimburse the other Parties for all costs incurred on the Project prior to termination within forty-five (45) days.

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

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

2.21. HIPAA Compliance. [OMITTED NOT APPLICABLE]

2.22. **Indemnification.** The CITY shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and their officials and employees from any liability due to loss, damage, injuries, or other causalities of whatever kind, to the person or property of anyone arising out of, or resulting from the performance of this Agreement or work associated therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent such liability is caused by the negligence of the CITY, including any claims arising out of any law, ordinance, order or decree. INDOT shall not provide indemnification to the CITY. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith if the CITY shall default under the provisions of this Section.

2.23. **Independent Entity; Workers' Compensation Insurance.** The CITY is performing as an independent entity under this Agreement. No part of this Agreement shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the PARTIES. No Party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of any other party. The CITY shall provide all necessary unemployment and workers' compensation insurance for The CITY's employees, and/or shall require its contractors to: (i) provide all necessary unemployment and workers' compensation insurance for the contractor's employees and (ii) provide the State with a Certificate of Insurance evidencing such coverage prior to starting any work on the Project contemplated in this Agreement.

2.24. **Indiana Veteran Owned Small Business Enterprise Compliance. [OMITTED NOT APPLICABLE]**

2.25. **Information Technology Enterprise Architecture Requirements. [OMITTED NOT APPLICABLE]**

2.26. **Insurance.** The CITY and its subcontractors shall secure and keep in force during the Agreement the following insurance coverages (if applicable) covering the CITY for any and all claims of any nature which may in any manner arise out of or result from CITY's performance under this Agreement: (i) commercial general liability policy covering bodily injury and property damage with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State and (ii) automobile liability for owned, non-owned and hired autos with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence. Such insurance shall insure, on an occurrence basis, against liability of the CITY, its employees and agents

arising out of or in connection with the CITY's use of the LARW, all as provided for herein. The CITY shall name INDOT and the State of Indiana as additional insureds on the policy. All such policies shall not be subject to cancellation except after at least thirty (30) days prior written notice from the CITY to INDOT. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the CITY in excess of the minimum requirements set forth above. The duty to indemnify the State under this Agreement shall not be limited by the insurance required in this Agreement. Failure to provide insurance as required in this Agreement may be deemed a material breach of contract entitling the State to immediately terminate this Agreement. The Agreement shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Agreement.

2.27. Key Person(s). [OMITTED NOT APPLICABLE]

2.28. Licensing Standards. The CITY, its employees and contractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing work on the Project to be completed by the CITY pursuant to this Agreement. The State will not participate in payment for any services performed when the CITY, its employees or contractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the CITY shall notify the State immediately and the State, at its option, may require substitution of personnel or contractors so that work is prosecuted in compliance with applicable law.

2.29. Merger & Modification. This Agreement constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, except by written agreement signed by all necessary PARTIES.

2.30. Minority and Women's Business Enterprises Compliance. [OMITTED NOT APPLICABLE.]

2.31. Nondiscrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act ("ADA"), the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of

employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B. The CITY covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the CITY's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Agreement, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

C. INDOT is a recipient of federal funds, and therefore, INDOT requires full compliance with all rules, regulations and statutes concerning nondiscrimination requirements and applications. Breach of this section may be regarded as a material breach of this Agreement.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and all related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections).

D. During the performance of this Agreement, the CITY, for itself, its assignees, and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

1. Compliance with Regulations: The CITY shall comply with the regulations relative to nondiscrimination in Federally assisted programs of the Department of

Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

2. Nondiscrimination: The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, religion, disability, ancestry, or status as a veteran.

4. Information and Reports: The CITY shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by INDOT and the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to INDOT or the Federal Highway Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, INDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.

6. Incorporation of Provisions: The CITY shall include the provisions of paragraphs 1. through 5. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CITY shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request INDOT to enter into such litigation to protect the interests of INDOT, and, in addition, the CITY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

2.32. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. Notices to INDOT shall be sent to:
Jacqueline Hockaday
INDOT LaPorte Project Manager
315 Boyd Blvd, La Porte, IN 46350
jhockaday@indot.in.gov
574-601-9352

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204

B. Notices for the CITY
Frank Arthur
Superintendent, ERC
120 West Washington St, Monticello, IN 47960
farthur@monticelloin.gov
574-583-7033

2.33. **Order of Precedence; Incorporation by Reference. [OMITTED NOT APPLICABLE.]**

2.34. **Ownership of Documents and Materials. [OMITTED NOT APPLICABLE.]**

2.35. **Payment.**

A. All payments, if any, shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CITY in writing

unless a specific waiver has been obtained from the Indiana State Comptroller. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. [OMITTED – NOT APPLICABLE]

2.36. Penalties, Interest and Attorney's Fees. INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

2.37. Progress Reports. [OMITTED NOT APPLICABLE.]

2.38. Prohibited Telecommunication and Video Surveillance Equipment and Services.

A. In accordance with federal regulations (including 2 CFR 200.216 and 2 CFR 200.471), the CITY is prohibited from purchasing, procuring, obtaining, using, or installing any telecommunication or video surveillance equipment, services or systems produced by:

1. Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), OR
2. Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities),

for any purpose to fulfill its obligations under this Contract. The CITY shall be responsible for ensuring that any subcontractors are bound by and comply with the terms of this provision. Breach of this provision shall be considered a material breach of this Contract.

B. As a condition precedent to entering into this contract and as required by I.C. 1-1-15, I.C. 1-1-16, and Executive Order 25-64, the CITY swears or affirms under penalties of perjury that CITY, its holding companies, affiliates, or subsidiaries, are not:

1. Listed in Section 889 of the 2019 National Defense Authorization Act;
2. Listed in Section 1260H of the 2021 National Defense Authorization Act;
3. Owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's (USDOC) foreign adversaries list under 15 C.F.R. 791.4; and

4. Included on or controlled by an entity on the Specially Designated Nationals (SDN) list maintained by the United States Department of the Treasury's Office of Foreign Asset Control (OFAC).

The State may terminate this agreement if the State becomes aware that the CITY, its holding companies, affiliates or subsidiaries are added to one of the lists in B.1 or B.2 or meet one of the criteria in B.3. or B.4 of this Section.

2.39. **Public Record.** The CITY acknowledges that the State will not treat this Agreement as containing confidential information, and will post this Agreement on its website as required by Executive Order 0507. Use by the public of the information contained in this Agreement shall not be considered an act of the State.

2.40. **Renewal Option.** This Agreement may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed Agreement may not be longer than the term of the original Agreement.

2.41. **Severability.** The invalidity of any section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Agreement.

2.42. **Status of Claims.** The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

2.43. **Substantial Performance.** This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

2.44. **Taxes.** INDOT is exempt from most state and local taxes and many federal taxes. INDOT will not be responsible for any taxes levied on the CITY or their contractors as a result of this Agreement.

2.45. **Termination for Convenience.** This Agreement may be terminated, in whole or in part, by INDOT, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the CITY of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The CITY shall be compensated for services properly rendered prior to the effective date of termination. INDOT will not be liable for services performed after the effective date of termination. The CITY shall be compensated for services herein provided but in no case shall total payment

made to the CITY exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

2.46. **Termination for Default. [OMITTED NOT APPLICABLE.]**

2.47. **Travel. [OMITTED NOT APPLICABLE.]**

2.48. **Waiver of Rights.** No right conferred on either party under this Agreement shall be deemed waived, and no breach of this Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the work performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the CITY shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by CITY's negligent performance of any of the services under this agreement.

2.49. **Work Standards.** The CITY shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Agreement, the State may request in writing the replacement of any or all such individuals, and the CITY shall grant such request.

2.50. **State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed, or deleted the State's standard contract clauses (as contained in the most recent SCM Template) in any way except as follows: Not Applicable as many deletions and edits are made throughout the Agreement.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Party, or that the undersigned is the properly authorized representative, agent, member or officer of the Party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Agreement, the Party attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Agreement by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Agreement to the State of Indiana. I understand that my signing and submitting this Agreement in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Agreement and this affirmation. I understand and agree that by electronically signing and submitting this Agreement in this fashion I am affirming to the truth of the information contained therein. I understand that this Agreement will not become binding on the State until it has been approved by the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCTS.GBL

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

City of Monticello
Board of Public Works & Safety

Aaron Sims, Mayor
Date: Feb 17 2026

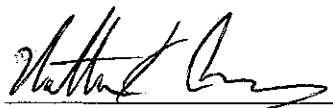
Steve Brown, Board Member
Date: 2/18/26

Josh Leonard. Board Member
Date: 2/17/26

Attest: Shanda Cortez, Clerk-Treasurer
Date: 2/17/26

STATE OF INDIANA
Indiana Department of Transportation

Executed By:



(FOR)
Lyndsay Quist, Commissioner

Date: 2-4-2026

APPROVALS

(State approvals are electronic – see attached approval page)

STATE OF INDIANA
Budget Agency

By: (FOR)
Chad Ranney, Director

Date:

STATE OF INDIANA
Department of Administration

By: (FOR)
Brandon Clifton, Commissioner

Date:

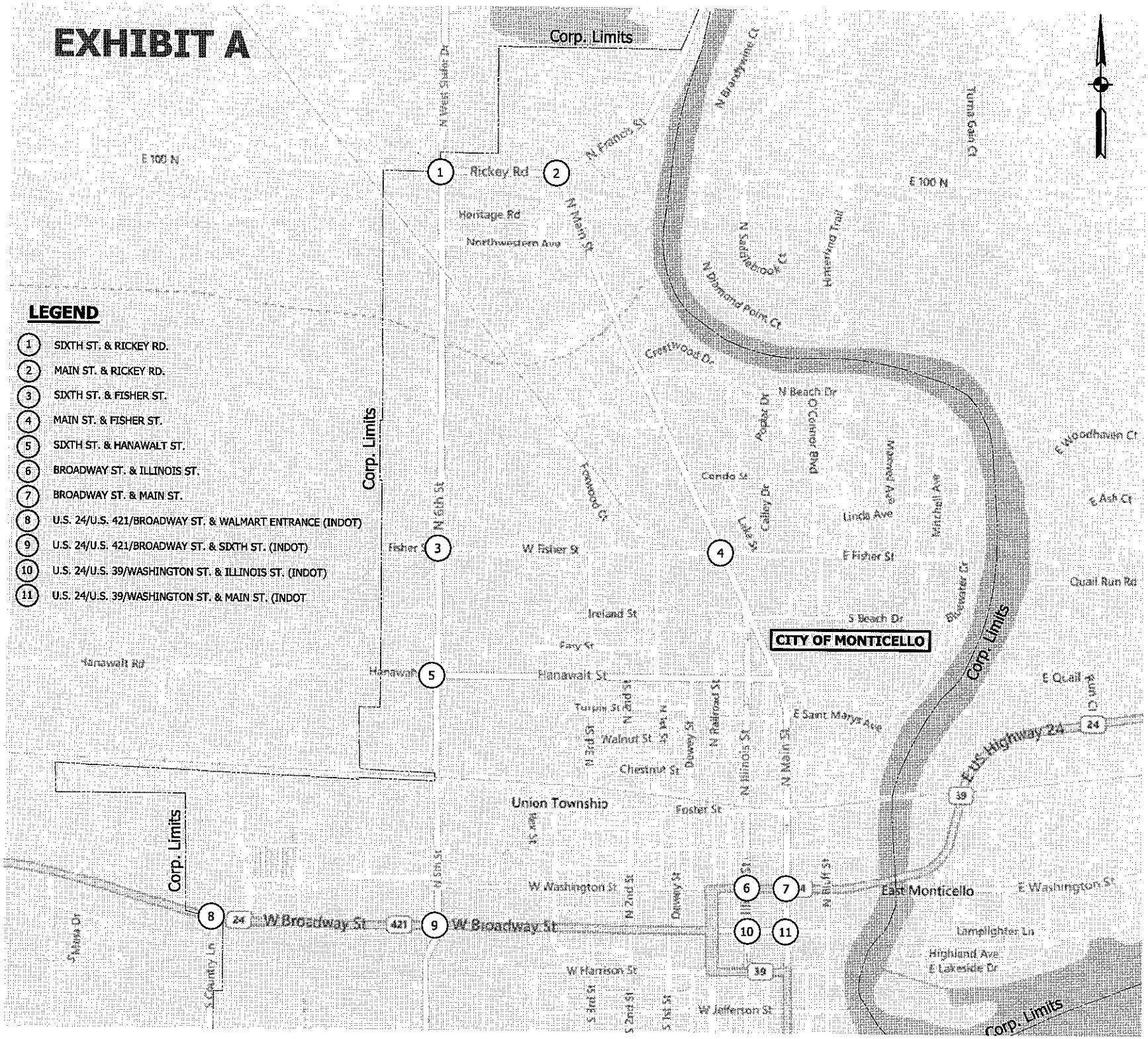
Approved as to Form and Legality:
Office of the Attorney General

By: (FOR)
Theodore E. Rokita, Attorney General

Date:

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by Kirstie Andersen, Attorney No. 20005-49.

EXHIBIT A



LEGEND

1. SIXTH ST. & RICKEY RD.
2. MAIN ST. & RICKEY RD.
3. SIXTH ST. & FISHER ST.
4. MAIN ST. & FISHER ST.
5. SIXTH ST. & HANAWALT ST.
6. BROADWAY ST. & ILLINOIS ST.
7. BROADWAY ST. & MAIN ST.
8. U.S. 24/U.S. 421/BROADWAY ST. & WALMART ENTRANCE (INDOT)
9. U.S. 24/U.S. 421/BROADWAY ST. & SIXTH ST. (INDOT)
10. U.S. 24/U.S. 39/WASHINGTON ST. & ILLINOIS ST. (INDOT)
11. U.S. 24/U.S. 39/WASHINGTON ST. & MAIN ST. (INDOT