EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received
DEC 09 2009
IDOA Contracts

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number:	2. Date prepared:
E10-10-DC2	11/18/2009

3. CONTRACTS & LEASES

- ___ Professional/Personal Services
- ___ Grant
- ___ Lease
- ___ Attorney
- ___ MOU
- ___ QPA _____
- ___ Contract for procured Services
- ___ Maintenance
- ___ License Agreement
- ___ Amendment# _____
- ___ Renewal # _____
- X Other COOPERATIV

FISCAL INFORMATION

4. Account Number:	5. Account Name:
39610-23600.532050	SNOWMOBILE/ORV LICENSIN
6. Total amount this action: $28,266.00	7. New contract total: 28,266.00
8. Revenue generated this action: $0.00	9. Revenue generated total contract: $0.00

10. New total amount for each fiscal year:

Year 2010 $14,133.00
Year 2011 $14,133.00
Year _____ $_____
Year _____ $_____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):	12. To (month, day, year):
7/1/2009	6/30/2011

13. Method of source selection:

___ Bid/Quotation ___ Emergency ___ Negotiated
___ RFP# _____ X Other (specify) SOLE SOURC ___ Special Procurement

AGENCY INFORMATION

14. Name of agency:	15. Requisition Number:
Dept. of Natural Resources	

16. Address: Indiana Dept of Natural Resources
Outdoor Recreation
402 W WASHINGTON ST RM W271
INDIANAPOLIS, IN 46204

AGENCY CONTACT INFORMATION

17. Name:	18. Telephone #:
David Cox	317.232.4087

19. E-mail address: dcox@dnr.in.gov

COURIER INFORMATION

20. Name:	21. Telephone #:
David Cox	317.232.4087

22. E-mail address: dcox@dnr.in.gov

VENDOR INFORMATION

23 Vendor ID # 0000091576

24. Name:	25. Telephone #:
HOAGLAND BLIZZARD BLAZERS	260.337.0069

26. Address: PO BOX 146
HOAGLAND, IN 46745-0146

27. E-mail address: 4fun@schnelker.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) X Yes ___ No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: ___ Yes X No	Minority: _____ %
Women: ___ Yes X No	Women: _____ %
31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: ___ Yes X No	Minority: _____ %
Women: ___ Yes X No	Women: _____ %
33. Is there Renewal Language in the document? ___ Yes X No	34. Is there a "Termination for Convenience" clause in the document? X Yes ___ No

35. Will the attached document involve data processing or telecommunications systems(s)? ___ Yes: IOT or Delegate has signed off on contract

36. Statutory Authority *(Cite applicable Indiana or Federal Codes)*:
IC14-16-1-26;IC14-16-1-28;IC14-16-1-30

37. Description of work and justification for spending money. *(Please give a brief description of the scope of work included in this agreement.)*
For the purpose of making trail available for the use and enjoyment of the citizens of Indiana

Received
DEC 31 2009
IDOA Contracts

38. Justification of vendor selection and determination of price reasonableness:
Cost of constructing and maintaining snowmobile trails was determined cooperatively between the Department of Natural Resources, the Indiana Snowmobile Association, and snowmobile clubs It was based on similar agreement in surrounding states

RECEIVED
JAN 12 2010
OAG-ADVISORY

39. If this contract is submitted late, please explain why: *(Required if more than 30 days late.)*

40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
Robert Hahn	November 2, 2009		1/11/10
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved
	1/12/10		

44606-000

REQUISITION E10-10-35403

Ship To: Indiana Dept of Natural Resources
Snowmobile
402 W WASHINGTON ST RM W160
INDIANAPOLIS IN 46204

Bill to: Indiana Dept of Natural Resources
Purchasing
402 W WASHINGTON ST RM W265
INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
0000035403	12/02/2009	12/02/2009	1 of 1

Fund/Object/Center: 39610/ 531030 / 236000
Dept Number: 055591
Project Number: 300OR0SORV00000
Requisition Number: 0000035403
Requestor: J005987 Odaffer,Jeanne-300
Agency Number: 00300 Dept. of Natural Resource
Facility:

MUST COMPLETE FOR ICPR
____ Print REQ
____ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
		Snowmobile trail construction, lease, maintenance for the enjoyment of the citizens of Indiana. Funding Source: Snowmobile registrations 100% by Indiana statute IC 14-16-1-30				
1-1		Snowmobile trail construction, lease, maintenance	1.0000	SVR	14,133.0000	14,133.00

<< One Service Amount Only Hoagland Blizzard Blazers
EDS# E10-10-DC2
Snowmobile trail construction, lease, maintenance for the enjoyment of the citizens of Indiana.
Funding Source: Snowmobile registrations 100% by Indiana statute IC 14-16-1-30 >>

The following UN/CEFACT Unit of Measure Common Codes are used in this document:
SVR Service

Requisition Total $ 14,133.00

Dec 12/2/2009

	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
Requestor Signature	**Printed Name of Agency Head or Authorized Employee**	**Authorized Signature**

COOPERATIVE AGREEMENT FOR SNOWMOBILE TRAIL CONSTRUCTION, GROOMING, AND MAINTENANCE SERVICES

This Agreement made and entered into this 1st day of July 2009, by and between the Hoagland Blizzard Blazers, Inc. (hereinafter the "Contractor") and the State of Indiana, Department of Natural Resources (hereinafter the "State"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. DUTIES OF CONTRACTOR.

WHEREAS, pursuant to IC 14-16-1-26, the State is desirous of constructing and maintaining a snowmobile trail on private land for the use of the public and the Heritage Snowmobile Trail, located in Allen County (hereinafter the "State Designated Trail"), the location and length of which is shown in Attachment "A", attached hereto and made a part hereof; and

WHEREAS, the Contractor has the necessary knowledge, expertise, and capability to secure leases, provide payments for leases, provide construction, grooming, and maintenance services in cooperation with the State in connection with the State Designated Trail; and

WHEREAS, the State and the Contractor each desire to enter into this Cooperative Agreement for the purpose of making the State Designated Trail available and suitable for the use and enjoyment of the citizens of the State of Indiana.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto hereby agree to the following terms, conditions, and provisions:

DEFINITIONS

The following definitions shall govern the interpretation and meaning of this Agreement:

a. "State Designated Trail" shall mean a snowmobile trail that is determined to be such by the State and shown on Exhibit A.
b. "Designated Trailheads" shall mean trailheads determined to be such by the State for the State Designated Trail.
c. "Snowmobile Season" shall mean the twenty two (22) week period from November 1st to April 15th. The trail shall only be eligible to be open to public recreational use from December 1st to March 31st.
d. Landowner shall mean any person or entity that owns property that has snowmobile trail on it.
e. Grooming shall mean the activity of producing a smooth surface of snow with a uniform high density through the use of mechanical equipment.

ESTABLISHMENT OF TRAIL

a. The Contractor may recommend the locations for a trail and trailheads to the State, but the final selection and determination of the location of each State Designated Trail and all Designated Trailheads shall be made by the State.
b. The State shall provide the Contractor with maps that depict the locations of all State Designated Trails in the State of Indiana.
c. The Contractor shall obtain the cooperation and consent of landowners to lease their property for the Designated Trail and Designated Trailheads.

OBTAINING LANDOWNER CONSENT

a. The Contractor is responsible for negotiating a lease with each landowner whose property is used for the snowmobile trail. The Contractor and the State shall work together to determine landowners.
b. The Contractor is responsible for paying the landowner two dollars ($2.00) per acre or seventy five ($75) per quarter mile of trail used for the use and occupation of the Premises during the Snowmobile Season. Payment may be waived by written consent of the landowner.
c. The lease document to be used by the Contractor must be approved by the State prior to its use.

CONSTRUCTION, GROOMING, AND MAINTENANCE OF TRAIL

a. The Contractor shall construct the State Designated Trail and Designated Trailheads in the location determined by the State, but shown generally on Attachment A.
b. The Contractor shall erect and maintain all necessary signs along the State Designated Trail and at the Designated Trailheads during the Snowmobile Season and, if required by the landowners, shall remove same within 2 (two) weeks after the close of each Snowmobile Season.
c. The Contractor shall construct and maintain the State Designated Trail and Designated Trailheads in accordance with standards provided in the 2009-2011 Indiana Snowmobile Trails Program Manual.
d. The Contractor shall keep the State Designated Trail and Designated Trailheads free from litter, debris, and materials that may pose a hazard to users.
e. The Contractor shall groom the State Designated Trail and maintain the Designated Trailheads in accordance with commercially reasonable and accepted standards.

DESIGNATION UNDER 312 IAC 7-1-2

Pursuant to 312 IAC 7-1-2(b), the Contractor is hereby designated as the entity who shall determine whether the requirements of 312 IAC 7-1-2(a) governing the conditions under which a snowmobile trail may be open are satisfied. Contractor shall cause the State Designated Trail to be posted as either "Open" or "Closed" at all Designated Trailheads and inform the snowmobile condition hotline of the status of the trail.

EQUIPMENT AND SIGNS

a. The State shall bear the cost of and make available to the Contractor equipment necessary for the proper grooming of the State Designated Trail and the signing of the Designated Trailheads.
b. All such equipment shall be maintained by the Contractor in accordance with the specifications of the manufacturer and shall remain the property of the State and be returned to the State, upon request, at the termination or expiration of this Agreement in a satisfactory condition, reasonable use and ordinary wear and tear excepted. The State may bear the cost of any equipment repairs over $500.00. The Contractor shall bear the cost of other repairs and seasonal equipment maintenance expenses.
c. The Contractor shall allow only authorized, trained, and well-qualified agents of the Club to operate and use such equipment. The State may preempt the usage of such equipment by the Contractor upon notice and may terminate such usage upon demand.
d. Equipment provided by the State shall include:

Raven Trailer #1R1UF1629R094046 (Tag #97130)
license plate number: 15102

John Deere 5225 Tractor with cab
Front end loader
Bushhog type mower
Tandem disk
Box blade

1995 Polaris Xplorer ATV	#2522010	(Tag #97133)
	registration number:	T 8608
1992 Polaris 6 x 6 ATV	#2005031	(Tag #97132)
	registration number:	T 8609
1995 Triton Trailer	#4TCS41087SA004026	(Tag #97131)
	license plate number:	13128
2004 Polaris Ranger	VIN#4XARD50AX4D445336	(Tag #100297)
	registration number:	14ORV003399

e. Equipment provided by the State shall be stored at:
HBBSC Storage Building
Hoagland Community Park
Hoagland, Indiana

2. CONSIDERATION. In consideration of the Contractor's performance of the services specified herein, and upon the Contractor presenting a detailed invoice to the State, the State shall pay the Contractor the following (to a maximum of $14,133 each Snowmobile Season):

a. The Contractor shall be paid one thousand dollars ($1000.00) prior to each of the Snowmobile Seasons for pre-construction costs and completion of landowner leases.
b. The Contractor shall be paid for all landowner leases submitted to the State. The amount shall not exceed $13,133. The contractor will submit all landowner payment documentation to the State before the next snowmobile season.
c. Total remuneration under this Agreement shall not exceed $28,266.

3. TERM. The term of this Agreement shall be for a period of two (2) years. It shall commence on the 1st day of July 2009, and shall end on the 30th day of June 2011.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

7. Authority to Bind Contractor. The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully

binding upon the Contractor when his/her signature is affixed, and accepted by the State.

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

9. Compliance with Laws.

A. The Contractor 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 Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor 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.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State. *Authority to withhold payments is found in IC 4-13-2-14.5.*

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, 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 for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

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

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, 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 Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

I. Unless specifically exempted, Contractor hereby certifies that it does not employ or contract with an unauthorized alien, pursuant to IC 5-22-1.7.

10. Condition of Payment. All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

12. Continuity of Services. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training, and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

A. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

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

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

14. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

15. Disputes
A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

1. The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party, may submit the dispute to an Indiana court of competent jurisdiction.

2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification. The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor 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 Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

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

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully

executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it 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 Contractor'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 Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor 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.

17. Employment Option. If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

18. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract 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 Contract.

19. Funding Cancellation. 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 Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not

appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

21. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

22. Independent Contractor. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.
The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

23. Information Technology Enterprise Architecture Requirements. If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $1,000,000 per occurrence and $1,000,000 aggregate unless additional coverage is required by the State. The State is to be named as a additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. The Contractor shall obtain and maintain insurance in the minimum amounts of $1,000,000 per occurrence and $1,000,000 aggregate for bodily injury and property damage combined to cover construction, grooming and maintenance of the trail and operation of the State-owned equipment specified in this Agreement. The Contractor shall name the State and each landowner as an additional insured and provide a copy of the insurance policy to the State.

3. Automobile liability with minimum liability limits of $1,000,000 per occurrence and $1,000,000 aggregate. The State is to be named as an additional insured on a primary, non-contributory basis.

4. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

25. Key Person(s)

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

26. Licensing Standards. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors 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 Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

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

28. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women's Enterprises Division of IDOA.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

MBE/WBE and/or SERVICES	PHONE UTILIZATION	COMPANY NAME DATE	AMOUNT	SCOPE OF PRODUCTS

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

29. Nondiscrimination. This covenant is enacted 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. Breach of this covenant may be regarded as a material breach of this Contract, 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 Contractor or any subcontractor.
Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract 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 or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

30. NOTICE TO PARTIES. Whenever any notice, statement or other communication shall be made in writing and will be sent by registered, certified, or overnight mail to the parties as follows:

State: David Cox
Streams and Trails Coordinator
402 West Washington Street Room W271
Indianapolis, IN 46204

Notices and Payments to the Contractor shall be sent to:

Club name: Hoagland Blizzard Blazers, Inc.
P.O. Box 145
Hoagland IN 46545

Copy to: Commissioner, Department of Administration
Indiana Government Center South
402 West Washington St. Room W479
Indianapolis, IN 46204

As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

31. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) RFP#_____, (4) Contractor's response to RFP#_____, and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

32. Ownership of Documents and Materials. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During

the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

33. Payments

A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

34. Penalties/Interest/Attorney's Fees. The State 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 permitted 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.

35. Progress Reports. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

36. Security and Privacy of Health Information. The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

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

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

39. Taxes. The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

40. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State 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 Contractor 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 Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor 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.

41. Termination for Default.
A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

42. Travel. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

43. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract 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 services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

44. Work Standards. The Contractor 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 Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request

45. 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 Boilerplate contract clauses (as contained in the 2009 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses: _____

_____

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, the Contractor Hoagland Blizzard Blazers, Inc. and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understanding the foregoing terms of the Agreement do by their respective signatures dated below hereby agree to the terms thereof.

(Hoagland Blizzard Blazers, Inc.:)

By: VERNON M SCHNELKER

Printed Name: VERNON M SCHNELKER

Title: PRESIDENT

Date: 09-14-2009

(Where Applicable)

Attested By:

Comm. exp. 08/19/16

Department of Natural Resources

For Robert Carter, Jr., Director

Date: 12/2/2009

Indiana Office of Technology

By: NA

Gerry Weaver, Chief Information Officer

Date:

Department of Administration

(for)

Mark W. Everson, Commissioner

Date: 1.5.10

State Budget Agency

(for)

Christopher A. Ruhl, Director

Director

Date: 1/11/10

APPROVED as to Form and Legality:

Office of the Attorney General

(for)

Gregory F. Zoeller, Attorney General

Date: 1/12/10

This instrument was prepared by David Cox, Streams and Trails Specialist on 4-17-09.

INFORMATION

To find out if the trails are open and what the conditions are, the Indiana Snowmobile Association maintains the snowmobile hotline.

574-679-4006

Trail conditions are available 24 hours a day, after the first significant snowfall. Hotline is updated as conditions change.

Maps, snowmobile information, and registration forms are also available online at **www.IN.gov/dnr/outdoor**

Trail maps and Registration information are available from
DNR Customer Service Center
402 W. Washington St, W160
Indianapolis, IN 46204-2739
317-232-4180

Safety and Training information is available from
DNR Div. of Law Enforcement
402 W. Washington St, W255D
Indianapolis, IN 46204-2739
317-232-4010

Snowmobile program information is available from
DNR Div of Outdoor Recreation
402 W. Washington St, W271
Indianapolis, IN 46204-2782
317-232-4070
www.IN.gov/dnr/outdoor

Indiana Snowmobilers Assoc.
PMB 15010
6732 E. State Blvd.
Fort Wayne, IN 46885
www.indianasnowmobilers.com

For Emergencies, contact:
DNR North Region HQ
1124 N. Mexico Rd.
Peru, IN 46970
765-473-9722

Fort Wayne Convention & Visitors Bureau
1021 S. Calhoun St.
Fort Wayne, IN 46802
800-767-7752 or
260-424-3700
www.fwcvb.org/

Support Conservation Through The Natural Resources Foundation. Donations of money or property are accepted to promote the work of the IDNR. For more information call (317) 232-4020

DNR does not discriminate on the basis of race, color, national origin, age, sex, or disability. If you believe that you have been discriminated against in any program, service or activity, or if you desire further information please contact the Department of Natural Resources, Executive Office, Indianapolis, Indiana. (317) 232-4020.

Printed on Recycled paper December 2004

HERITAGE
Snowmobile Trail

ATTACHMENT A

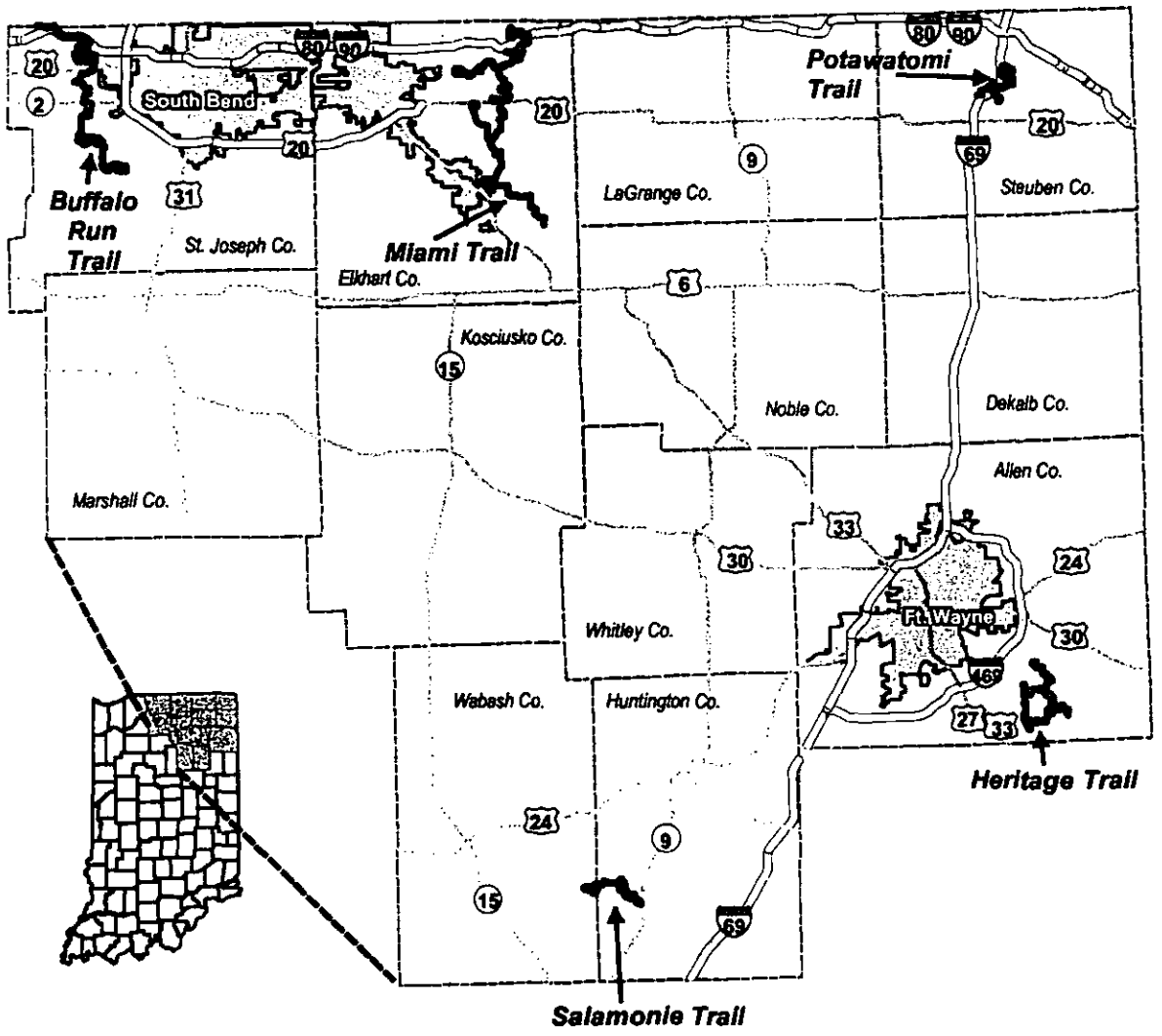


This public trail established and maintained by:

The Hoagland Blizzard Blazers
P.O. Box 145
Hoagland, IN 46545

Indiana Department of Nature Resources
Division of Outdoor Recreation

DNR OUTDOOR RECREATION
www.IN.gov/dnr/outdoor Indiana DNR, Division of Outdoor Recreation 317-232-4070



The snowmobile trails are open in December, January, February, and March when snow conditions are adequate and the trails are posted as "open." There are trailheads at each trail for parking vehicles and trailers. Only registered snowmobiles may be used on the trails. The Department of Natural Resources' Indiana Snowmobile Trails Program is funded by snowmobile registration fees; law enforcement activities, including the Snowmobile Safety Course, are also funded by the registration fees.

Streams and Trails Section
Division of Outdoor Recreation

Indiana snowmobile trails are provided through the cooperation of local snowmobile clubs, the Indiana Snowmobile Association, and the Indiana Department of Natural Resources.

HERITAGE SNOWMOBILE TRAIL — 32 miles of trail developed by the Hoagland Blizzard Blazers Snowmobile Club around Hoagland and Maples in southeastern Allen County.

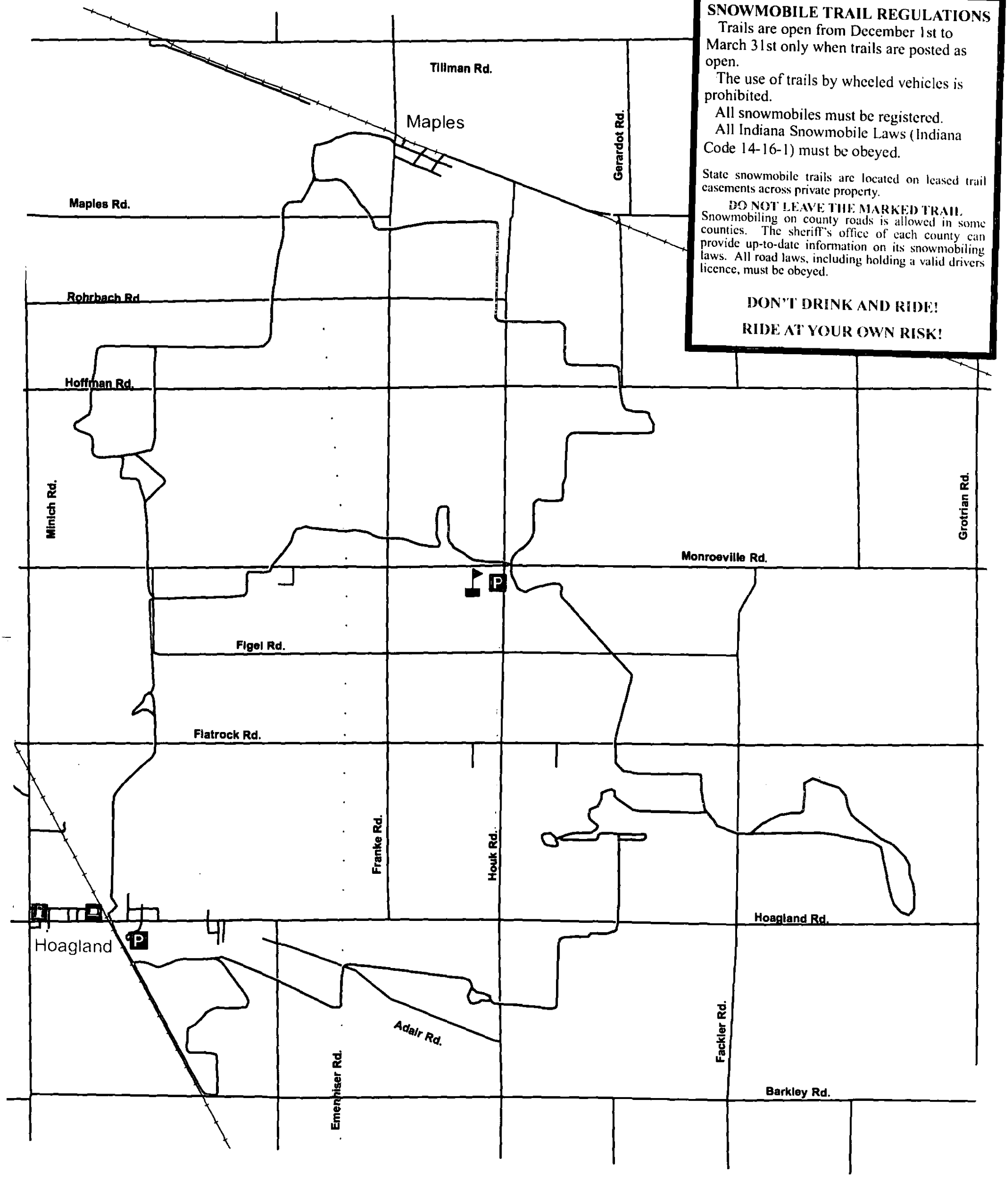
The SALAMONIE TRAIL is maintained by the Salamonie Trailmasters Snowmobile Club and consists of about 40 miles of trail on public land along the south side of Salamonie Reservoir in Wabash and Huntington counties. The trail is also open for hiking and partly for horseback riding during the spring, summer, and autumn.

MIAMI SNOWMOBILE TRAIL — 64 miles of trail developed by the Elkhart County Snowmobile Club around Goshen, Bristol, and Middlebury in northeastern Elkhart County.

POTAWATOMI SNOWMOBILE TRAIL — 15 miles of trails developed by the Potawatomi Snowmobilers north of Angola in Steuben County. Visit the Potawatomi Snowmobilers online at http://pscsnowmobiler.com/

BUFFALO RUN SNOWMOBILE TRAIL — 73 miles of trails developed by the South Bend Snowmobiler's Club west of South Bend in St. Joseph County. Visit the South Bend Snowmobiler's Club online at www.geocities.com/southbendsc/home.html

Heritage Snowmobile Trail



SNOWMOBILE TRAIL REGULATIONS

Trails are open from December 1st to March 31st only when trails are posted as open.

The use of trails by wheeled vehicles is prohibited.

All snowmobiles must be registered.

All Indiana Snowmobile Laws (Indiana Code 14-16-1) must be obeyed.

State snowmobile trails are located on leased trail easements across private property.

DO NOT LEAVE THE MARKED TRAIL

Snowmobiling on county roads is allowed in some counties. The sheriff's office of each county can provide up-to-date information on its snowmobiling laws. All road laws, including holding a valid drivers licence, must be obeyed.

DON'T DRINK AND RIDE!

RIDE AT YOUR OWN RISK!

LEGEND

- Snowmobile Trail
- Road
- Railroad
- Transmission Line
- P Trailhead, Parking
- Gas Station
- Restaurant
- School

0 0.45 0.9

Miles

Safe Riders! Ride Safe Snowmobiling Safe

Data for trail was collected Feb 2004.
Trails are subject to change, please see, www.IN.gov/dnr/outdoor for latest trail map.