This Contract, entered into by and between the State of Indiana, through the Indiana Department of Transportation ("INDOT"), and the Monroe County Community School Corporation ("LPA"), 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. Purpose of this Contract.

The purpose of this Contract is to develop Safe Routes to School plans for several Monroe County Community School Corporation schools. The Federal-aid Safe Routes to School Program was created by Section 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users Act (SAFETEA-LU), signed into Public Law (P.L. 109-59) on August 10, 2005. These funds are available for infrastructure and non-infrastructure projects, and to administer Safe Routes to School programs that benefit elementary and middle school children in grades K-8. The Federal-aid Safe Routes to School Program is administered by the Federal Highway Administration Office of Safety.

a. The total amount of this Contract is **Seventy-five thousand dollars and no cents ($75,000.00)**.

b. Funds made available to the SRTS program are obligated in the same manner as apportioned under chapter 1 of title 23, United States Code; except that such funds shall not be transferable and shall remain available until expended; and the Federal share of the cost of this Contract will be **one hundred percent (100%)**.

c. The LPA proposes to hire a consultant utilizing INDOT’s Consultant Selection Procedures to perform the work as described in Exhibit A, attached hereto and incorporated fully herein.

d. The LPA will be responsible for any and all costs incurred over the Contract amount.

e. No work shall commence prior to the LPA receiving a Notice to Proceed from INDOT.

f. The LPA shall not submit more than one (1) claim voucher for reimbursement per calendar month. The claim voucher shall be sent to INDOT’s Seymour District Office at the following address:

   Consultant Services Coordinator  
   INDOT – Seymour District  
   185 Agrico Lane  
   Seymour, Indiana 47274
The claim voucher shall represent the reimbursable federal cost of the value of the work completed as of the date of the claim voucher. The LPA shall attach thereto a summary of each pay item in Exhibit B, percentage completed, and prior payments. When claiming costs, the LPA shall certify by its responsible officer that those costs represented by the subject billing represent work physically completed.

2. **Term.**

This Contract shall be effective from the date of the Attorney General’s signature until December 31, 2010.

3. **Access to Records.**

The LPA 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 INDOT if requested.

4. **Audits.**

Following the expiration of this Contract, the LPA shall arrange for a financial and compliance audit of funds provided by State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the LPA’s fiscal year. The LPA agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the LPA is not out of compliance with the financial aspects of this Contract.

5. **Compliance with Laws.**

A. The LPA 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 state or federal statute, or the promulgation of rules and regulations hereunder after execution of this Contract shall be reviewed by INDOT to determine whether the provisions of this Contract require formal modification.

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B. The LPA shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, et seq., Indiana Code § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the LPA is not familiar with these ethical requirements, the LPA 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 LPA violates any applicable ethical standard, the State may, at its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under IC §§ 4-2-6-12 and 4-2-7, and under any other applicable laws.

C. The LPA certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to INDOT. Further, the LPA agrees that any payments in arrears and currently due to INDOT may be withheld from payments due to the LPA. Additionally, further payments may be withheld, delayed, or denied and/or this Contract suspended until the LPA is current in its payments and has submitted proof of such payment to INDOT.

D. The LPA warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State pending, and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, the LPA.

E. If a valid dispute exists as to the LPA’s liability or guilt in any action initiated by the State or its agencies, and INDOT decides to delay, withhold, or deny work to the LPA, the LPA may request that it be allowed to continue, or receive work, without delay. The LPA must submit, in writing, a request for review to INDOT. A determination by the INDOT shall be binding on the parties. Any payments that the INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

F. The LPA warrants that they 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 INDOT. 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 LPA hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

H. As required by IC 5-22-3-7:
(1) The LPA and any officials of the LPA certify that (A) the LPA, 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 LPA 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 LPA and any principals of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or principal of the
LPA (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.

6. **Drug-Free Workplace Certification.**

The LPA hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The LPA will give written notice to INDOT within ten (10) days after receiving actual notice that the LPA, or an employee of the LPA in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the 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 of Indiana 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 LPA 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 LPA and made a part of the Contract as part of the Contract documents.

The LPA certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the LPA's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the LPA'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 LPA of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying in writing the State 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) take 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.

7. **Force Majeure.**

In the event 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.

8. **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 the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. **Governing Laws.**

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

10. **Indemnification.**

The LPA 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 LPA, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the LPA.

11. **Insurance; Liability for Damages.**

The LPA agrees to indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any claims and suits including court costs, attorneys fees, and other expenses caused by any act or omission of the LPA under this Contract or any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whomsoever caused, to the person or property of anyone on or off the Project arising out of, or resulting from the work covered by this Contract or the work connected therewith, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material, to the extent of negligence of the LPA, including any claims arising out of the Worker’s Compensation Act or any other law, ordinance, order or decree. The LPA agrees to pay all reasonable expenses and attorney’s fees incurred by or imposed on the State and INDOT in connection herewith in the event the LPA shall default under the provisions of this Section. INDOT shall not provide such indemnification to the LPA. Notwithstanding the proceeding provisions of this Section, the obligation of the LPA to indemnify, and hold harmless shall only arise if the LPA also would be liable under IC 34-13-3. Further the liability of the
LPA shall be limited by the provisions of IC 34-13-3-4.


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, in any manner, except by written agreement signed by all necessary parties.


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 INDOT and any applicant or employee of the Contractor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically 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.

The LPA understands that INDOT is a recipient of federal funds, and therefore, where applicable, the LPA and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.


Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

LPA Contract Administrator
100 North Senate Avenue, Room N808
Indianapolis, Indiana 46204

B. Notices to the LPA shall be sent to:

Mr. John Carter, Director of Planning
Monroe County Community School Corporation
560 East Miller Drive
Bloomington, Indiana 47401
C. As required by IC 4-13-2-14.8, payments to the LPA shall be made via electronic funds transfer in accordance with instructions filed by the LPA with the Indiana Auditor of State.

15. Payment.

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 LPA 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.

16. Project Budget and Budget Modification.

The approved Contract budget is set forth as Exhibit B of this Contract. The LPA shall not spend more than the amount for each line item, as described in the budget, without the prior written consent of a duly authorized representative of INDOT.

17. Termination for Convenience.

This Contract may be terminated, in whole or in part, by INDOT whenever, for any reason, INDOT determines that such termination is in its best interest. Termination of services shall be effected by delivery to the LPA 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 LPA 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 LPA shall be compensated for services herein provided but in no cause shall total payment made to the LPA 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.

18. 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 LPA and in accordance with 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.

Non-Collusion and Acceptance.

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the properly authorized representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her 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 the contract.
In Witness Whereof, the LPA and the INDOT have, through duly authorized representatives, entered into this Contract. The parties having read and understand the foregoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

Monroe County Consolidated School Corporation

[Signature and date]

[Print or type name and title]

[Signature and date]

[Print or type name and title]

[Signature and date]

[Print or type name and title]

STATE OF INDIANA

Indiana Department of Transportation
Recommended for approval by:

Robert D. Cailes, Director
Contract Administration

Date: ________________

Executed by:

Karl B. Browning, Commissioner

Date: ________________

STATE OF INDIANA

State Budget Agency:

Christopher A. Ruhl, Director

Date: ________________

Department of Administration:

Carrie Henderson, Commissioner

Date: ________________

Approved as to Form and Legality:

______________________ (FOR)

Steve Carter
Attorney General of Indiana

Date: ________________
Exhibit A

The proposed project would develop Safe Routes to School plans for several Monroe County Community School Corporation schools. A consultant would be hired to conduct a thorough evaluation of existing walking and bicycling patterns, school traffic patterns, and major barriers that prevent more students from walking or bicycling to school. It will also allow us to make improvements to the signage and striping in each of the walk-in areas. The survey will allow us to designate appropriate routes for students to walk to school. Development of plans will require meetings with school staff, City of Bloomington and Monroe County staff, and parents groups. It is the LPA’s plan to develop a template for a Safe Routes to School plans for the other schools in the county.

INDOT requirements for the administration (including but not limited to the dissemination, collection, summarization and submittal to INDOT) of both before project commencement and after project completion surveys will be required by the LPA. The surveys and instruction sheets can be found at the following website addresses:

Safe Routes to School Data Collection Overview
http://www.in.gov/indot/files/Data_Entry_Information_Sheets_12-07.pdf

Instructions for Using the Student Travel Tally Sheet and Parent Survey (updated November 2007)
http://www.in.gov/indot/files/Instructions_for_Student_TallyParent_Survey_11-07.pdf

Safe Routes to School Student Arrival and Departure Tally Sheet
http://www.in.gov/indot/files/Student_Tally_Sheet_11-07.pdf

Survey About Walking and Biking to School – For Parents
http://www.in.gov/indot/files/Parent_Survey_Form_11-07.pdf

Central SRTS Data Entry Submittal Instructions, Version 1.4 (Revised December 10, 2007)
http://www.in.gov/indot/files/Data_Entry_Submittal_Instructions_12-07.pdf