



ST. JOSEPH COUNTY

ESTABLISHED 1830

BOARD OF COMMISSIONERS



MEMBERS

CARL H. BAXMEYER
District 1

DEREK D. DIETER
District 2

DEBORAH A. FLEMING, D.M.D.
District 3

AGENDA

Tuesday, January 2nd, 2024, 10:00 a.m. 4th FLOOR COUNCIL CHAMBERS

[Join Board of Commissioners Meeting](#)

Dial in: 1-312-626-6799 | Meeting ID: 992 8675 0389 | Passcode: 314981

A. FIRST ORDER OF BUSINESS: Opening and Reading of Bids/Letters of Interest on:

**B. REPORTS AND REQUESTS FROM:
COMMISSIONERS:**

- a) Election of Officers
- b) Ratification of Accounts Payable Docket from week ending 12/29/2023
- c) Accounts Payable Docket
- d) Department and Board Appointments 2024

PURDUE EXTENSION:

- a) Extension Contractual Services Agreement – Purdue Cooperative Extension Service

INFRASTRUCTURE, PLANNING, & GROWTH:

- a) Approval of Salt Proposal for 2023/2024 Season – Roseland
- b) Approval of Quote Award – Darden Road Sidewalk

RECORDER:

- a) Consent Agenda

C. OLD BUSINESS:

D. PUBLIC COMMENTS (Three Minute Limit)

The Title VI Coordinator has made available at this meeting/hearing a voluntary Public Involvement Survey to collect demographic data to monitor and demonstrate St. Joseph County's compliance with its non-discrimination obligations under Title VI and Federal Regulation 23CFR 200.9(b)(4), and more importantly, ensure that affected communities and interested persons are provided equal access to public involvement. Compliance is voluntary. However, in order to demonstrate compliance with the federal regulation, the information requested must be documented when provided. It will not be used for any other purpose, except to show that those who are affected or have an interest in proceedings, or the proposed project have been given an opportunity to provide input throughout the process.

Department Appointments - 2024

NAME	POSITION
Michael Misch	County Attorney
Peter J. Agostino	Assistant County Attorney
Frank J. Agostino	Deputy County Attorney
Brandie Ecker	Deputy County Attorney
Mitch Heppenheimer	Deputy County Attorney
Andrew B. Jones	Deputy County Attorney
	Building Engineer
Kortney Mullins	Human Resources and Finance Director
Sky Medors	County Engineer
Brittany "Bree" Roberts	Procurement Manager
William Schalliol	Executive Director of Economic Development
Alfred "Buddy" Kirsits	Emergency Management Agency Director

Boards and Commissions - 2024

NAME	Board/Commission
Carl Baxmeyer, Deborah Fleming, Derek Dieter	Board of Finance
Derek Dieter	Drainage Board
Carl Baxmeyer, Derek Dieter	Housing Consortium
Carl Baxmeyer	Michiana Area Council of Governments
Derek Dieter	PSAP Executive Board
Derek Dieter	St. Joseph River Basin
Carl Baxmeyer, Deborah Fleming, Derek Dieter	Solid Waste

EXTENSION CONTRACTUAL SERVICES AGREEMENT

BETWEEN

PURDUE UNIVERSITY

AND GOVERNMENT OF

SAINT JOSEPH COUNTY, INDIANA

This agreement made this first day of January, 2024 by and between the government of Saint Joseph County of the State of Indiana, hereinafter called the "County", and Purdue University of West Lafayette, Indiana 47907, on behalf of the Purdue Cooperative Extension Service, hereinafter called "University,"

WITNESSTH THAT:

WHEREAS, the County desires to provide financial support for county extension services of interest, specifically the 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES, the results of which may be of mutual benefit to the county and others interested in agriculture, health and human sciences, youth, and community development; and,

WHEREAS, the services are an integral part of the University's Cooperative Extension Service; and

WHEREAS, the services will be of benefit to the populace of Saint Joseph County and the State of Indiana in the following manner: Extension Service Programs to include: 4-H YOUTH DEVELOPMENT, LEADERSHIP and COMMUNITY DEVELOPMENT, AGRICULTURE and NATURAL RESOURCES, and HEALTH AND HUMAN SCIENCES; and,

WHEREAS, the University is willing to undertake such work through its Cooperative Extension Service;

NOW THEREFORE, the parties hereto agree as follows:

1. In exchange for the University's provision of the services described more fully in Appendix 1 to this Agreement, which is fully incorporated herein, for a period of one year from the date first written above the County agrees to contribute to Purdue University the dollar amounts specified in Appendix 1. Invoice will be issued by the University on or about April 1.
2. The University agrees to use the funds thus contributed for the conduct of such services and will provide the necessary personnel required for the services. All personnel employed by the University specifically for the conduct of these services shall be employees of the University. The employment or assignment of any specific individual to any service position under this agreement is the responsibility of the Director of the Purdue Cooperative Extension Service and will be done in consultation with the County's Extension Board. This agreement applies only to those positions specifically stated herein.
3. It is understood that the results of the services or reports of activities may be published by the University in such form as may be approved by the University.
4. Any funds not expended or committed for said services can be made available for other uses benefiting the contributing county's Extension programs. Possible uses could include other salary support, supplies, capital equipment.
5. It is further understood that this agreement may be renewed at the expiration date subject to the approval of the County and the University.
6. This Agreement supercedes any and all prior Agreements made between the parties for the subject matter herein.

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

The University agrees by the execution of this contract that in regards to its operation in Saint Joseph County, Indiana:

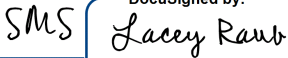
1. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
2. County shall not discriminate against any employee, applicant for employment, student, or applicant for admission on the basis of race, sex, religion, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information disability, handicap, or status as a veteran. Acceptance of this agreement signifies full compliance on the part of County with Title VI and Title VII of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973. County ensures that no person shall on the grounds of race, sex, religion, color, sex, age, national origin or ancestry, marital status, parental status, sexual orientation, gender identity or expression, genetic information, disability, status as a veteran, or handicap be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program activity or with respect to any matter directly or indirectly related to employment.
3. The provisions of the Affirmative Action Program adopted by the County as applicable are incorporated by reference as part of this agreement.
4. County further agrees:
 - a. To abide by Executive Order 11246, as amended, and the Rules and Regulations applicable thereto which are incorporated by reference and made a part of this Agreement;
 - b. To take affirmative action to employ and advance in employment qualified handicapped individuals and qualified disabled veterans and Vietnam-Era veterans as required by the Rehabilitation Act of 1973 and the Vietnam-Era Veterans Readjustment Act of 1974, and regulations issued pursuant to those Acts which are incorporated by reference and made a part of the agreement.


FICA TAXES

The University shall pay all FICA taxes, from their own sources, for the employees who are the subject of this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

DS
 DocuSigned by:
 Lacey Raub 11/28/2023
 Signature _____ Date

DocuSigned by:

 Angela R. Abbott 11/29/2023
 Signature _____ Date

Lacey Raub
Assistant Director Financial Affairs-Ag
Cooperative Extension Services

Angela R. Abbott
Interim Associate Dean and Director of Extension

COUNTY GOVERNMENT:

BY: _____
County Government Official

Date

Typed Name

Title

APPENDIX 1

Memorandum of Understanding:
Purdue Extension Contractual Services Agreement in Saint Joseph County

The contractual services agreement between Purdue University and the government of Saint Joseph County provides financial support for county extension services in four program areas: agriculture and natural resources, health and human sciences, community development and 4-H youth development. These services include access to services from county educators, campus specialists at Purdue University, and other Extension staff.

In exchange for a payment in the amount of \$133,510.00 from Saint Joseph County to Purdue, Purdue Extension will provide Extension services through the Saint Joseph County Extension, including four county educators. These staff will provide local extension services in the following program areas: agriculture and natural resources, health and human sciences, and 4-H youth development. Each educator will have an individual program area focus, but will work as a team to contribute to the success of all program areas. The educators will also contribute to regional or statewide programs to fulfill obligations to the state of Indiana for state financial support. State support for local services is allocated based on county size classification as determined by the State Board of Accounts. Initial local service delivery is supported with larger state support. Counties may enhance local service delivery with additional funding, which would include hiring additional Purdue staff for the county Extension office.

Period: January 1, 2024 through December 31, 2024

Total Contractual Services Appropriation for Extension Educators:

Amount: \$133,510.00

The County Extension Director will also provide annually a report on Extension services provided in Saint Joseph County during the calendar year and an accounting of county funds spent.

Additional benefits of contractual services:

- As employees of Purdue University, the Extension educators and program assistant have access to health, retirement, and other Purdue University benefits.
Each year, Purdue University provides funding for training and staff development for each Educator to enhance their skills.
Purdue University will provide for the high-speed internet connection and a technology allowance for every county educator.
Through a federally funded grant, a Community Wellness Coordinator's (CWC) provides the Nutrition Education Program to organize community and home interventions to bring about nutrition-related lifestyle changes.
According to Indiana code 36-7-4-208, the agriculture and natural resource educator will serve on the county planning commission.

PURDUE UNIVERSITY
COOPERATIVE EXTENSION SERVICE:

DocuSigned by: Lacey Raub 11/28/2023
Signature Date

Lacey Raub
Assistant Director Financial Affairs- Ag
Cooperative Extension Services

DocuSigned by: Angela Abbott 11/29/2023
Signature Date

Angela R. Abbott
Interim Associate Dean and Director of Extension

COUNTY GOVERNMENT:

BY: County Government Official

Date

Typed Name

Title

ROBERT L. KRUSZYNSKI JR.
County Surveyor
SKY K. MEDORS, P.E.
County Engineer
WILLIAM S. SCHALLIOL, ESQ.
Executive Dir. of Economic Development
ABBY E. WILES, AICP
Executive Dir. of Area Plan Commission



DEPARTMENT OF INFRASTRUCTURE, PLANNING & GROWTH

BOARD OF COMMISSIONERS
CARL H. BAXMEYER
District 1
DEREK D. DIETER
District 2
DEBORAH A. FLEMING, D.M.D.
District 3

December 18, 2023

Director of Operations
Town of Roseland
200 Independence Dr.
Roseland, IN 46554

RE: SALT PROPOSAL FOR 2023/2024 SEASON

The St. Joseph County Highway Department will provide the availability of road salt for the Town of Roseland. We are required to have the following proposal signed and returned no later than Wednesday, December 20, 2023.

Salt can be picked up with 48 hours' notice Monday through Friday between 7:30 a.m. and 3:00 p.m., only, at the Riverside District Garage located at 3301 Riverside Dr., South Bend, IN. Please call the office at (574)235-7800 or Mike Cutler at (574)286-3634.

Please be advised that we are not furnishing equipment and understand if our equipment in any way damages your trucks, we will not be held responsible for negligence. Also, please note that all materials must be loaded by a St. Joseph County Highway employee; you are NOT allowed to load yourself.

The following are proposed charges for salt depending on what is available at the time:

- | | |
|----------------------------------|--|
| 1. Calcium Chloride Treated Salt | \$84.09/ton (Picked up at Woodland Garage) |
| 2. Sand | \$14/ton (We will not be providing mixed salt/sand facility) |
| 3. Administration Fee | \$100.00 (One-time fee) |

We will not be able to provide salt until this proposal is returned.

Sincerely,

Sky Medors
St. Joseph County Engineer

SKM/ddk

ACCEPTED:

DATED:

12-19-2023

APPROVED THIS . . . DAY OF . . . 2024

BOARD OF COUNTY COMMISSIONERS
ST. JOSEPH COUNTY, INDIANA 46601

CARL H. BAXMEYER, PRESIDENT

DEREK D. DIETER, VICE PRESIDENT

DEBORAH A. FLEMING, D.M.D., MEMBER

PLANNING & ZONING | PUBLIC WORKS | SURVEYOR | DRAINAGE | ENVIRONMENTAL | ECONOMIC DEVELOPMENT

227 W. Jefferson Blvd. | 7th & 11th Fl. | South Bend, IN 46601
P: (574) 235-7800 | F: (574) 235-5057

ROBERT L. KRUSZYNSKI JR.
County Surveyor
SKY K. MEDORS, P.E.
County Engineer
WILLIAM S. SCHALLIOL, ESQ.
Executive Dir. of Economic Development
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ST. JOSEPH COUNTY
ESTABLISHED 1830

DEPARTMENT OF INFRASTRUCTURE, PLANNING & GROWTH

BOARD OF COMMISSIONERS
CARL H. BAXMEYER
District 1
DEREK D. DIETER
District 2
DEBORAH A. FLEMING, D.M.D.
District 3

December 21, 2023

Board of Commissioners
of St. Joseph County, Indiana
Room 722, County-City Building
South Bend, IN. 46601

SUBJECT: QUOTE AWARD DARDEN ROAD SIDEWALK

Quotes for sidewalk repair and pipe bollard replacement at the southeast corner of Darden Road and Kenilworth Road, were requested from eight subcontractors. Due to an accident the pipe bollard was damaged and lifted the two adjacent sections of concrete causing the concrete and bollard to be replaced.

Due to the timing and size of the project we received four quotes. The following is a summary of the quotes received:

Grove Excavating	\$8,000
Premium Services	\$10,900
LaPorte Construction	\$18,900
Selge Construction	\$12,985

After review of the quotes received, it is recommended that Grove Excavating be awarded the project. Funds are available in existing accounts.

Respectfully submitted,

Handwritten signature of Sky K. Medors in black ink.

Sky K. Medors, P.E.
County Engineer

APPROVED THIS ____ DAY OF JANUARY 2024
BOARD OF COMMISSIONERS OF
ST. JOSEPH COUNTY, INDIANA

Carl H. Baxmeyer, President

Derek D. Dieter, Vice President

Deborah A. Fleming, D.M.D., Member

SKM/arv
Enclosure:
cc:file

PLANNING & ZONING | PUBLIC WORKS | SURVEYOR | DRAINAGE | ENVIRONMENTAL | ECONOMIC DEVELOPMENT

227 W. Jefferson Blvd. | 7th & 11th Fl. | South Bend, IN 46601
P: (574) 235-7800 | F: (574) 235-5057

LAREDO AGREEMENT – ST. JOSEPH COUNTY, INDIANA

Access to St. Joseph County Recorder's Real Estate Records (updated 12/05/2023)

The undersigned customer, wishes to contract for the provision of services from the Recorder's Office of St. Joseph County, herein after referred to as "Recorder", for on-line access to a number of real estate databases call "LAREDO" provided Recorder through an agreement with Fidlar Technologies. Customer wishes to use the Internet gateway made available by the Recorder of St. Joseph County as a service of that office.

TERMS AND CONDITIONS

1. This agreement sets forth the terms and conditions under which the Recorder will Provide services to Customer.
2. Recorder reserves the right to withdraw any service or services without consulting Customer prior to withdrawing such service, and shall have no liability whatsoever to customer in connection with deletion or interruption of any such service.
3. Customer acknowledges that it has read this Agreement and agrees that it is the complete and exclusive Agreement between the parties, superseding all other communications, oral or written. This agreement may be modified only by written amendment signed by the parties, except as otherwise provided for in this paragraph. Recorder shall be entitled to announce online or in writing, changes to the network, to the services provided, to the prices, or other changes which changes shall constitute modifications to this agreement once announced. In the event Customer disagrees with such changes or such pricing. Customer upon written notice, shall have the right upon receipt of such notice, to terminate its participation in this agreement.
4. Conditions of Use
 - A. Hours of Service: Service will be provided to Customer, on a non-guaranteed basis seven days per week (Sunday, through Saturday), twenty-four (24) hours per day, excluding schedule maintenance as designated from time to time by Recorder at its sole discretion.
 - B. Customer shall provide the Recorder with a list of all employees who will receive Laredo access and their e-mail address. Customer shall notify the Recorder immediately of any loss, theft, or unauthorized use of Laredo access. Passwords may be changed and coordinated through the Laredo Connect Account Management site or through Fidlar Technologies. Customer is responsible for all charges incurred by their assigned Laredo log-ins and passwords.

- C. Copyright and Ownership of Information: Customer agrees to comply with any copyright notices or other limitations on use which are applicable to the services, databases, or other information provided by Recorder. Customer also agrees that the access to Recorder's databases is for Customer's own use and that reproduction, resale, or retransmission of information retrieved from the data bases to any third party, is strictly prohibited without written permission by the Recorder for such additional use, subject to the terms and conditions herein. Customer agrees that it shall not sell, distribute, reproduce, market or in any way re-use such information received through this agreement as independent "stand-alone" information without express written consent of the Recorder and Customer shall not acquire any proprietary rights to such information.
- D. Customer warrants and agrees that customer shall not data scrap/web scrape/data harvest/web harvest or data mine or anything similar to any system used, maintained or owned by the Recorder. A "data scrape/web scrape/data harvest/web harvest or data mining" occurs when a computer program has extracted data from a human-readable out-put coming from another program. A breach of this paragraph shall result in a revocation of this Agreement. Furthermore, Customer agrees that it will not be issued access to the Recorder's information for a minimum of one (1) year if this provision is violated. Customer agrees that any data scrape/web scrape/ data harvest/web harvest or data mining may be viewed as theft and may be punishable under the laws of the State of Indiana or any other applicable law, federal or otherwise.
- E. Both Recorder and Customer agree that it would be impractical and extremely difficult to ascertain the amount of actual damages caused by a material breach of this Agreement. Therefore, the Recorder and Customer agree that, in the event the Customer has breached this Agreement Customer shall pay to the Recorder the amount of \$10,000.00 in liquidated damages for each breach. For the purposes of this Agreement, a breach shall be defined as the sale, distribution, reproduction marking a reuse or unauthorized access of any single document or of the information obtained herein. Each document sold, distributed, reproduced, reused or acquired without proper authorization constitutes a separate breach. The Recorder and Customer further agree that this liquidated damages provision represents reasonable compensation for the loss which would be incurred by the Recorder due to any such breach. The Customer also agrees that nothing in this section is intended to limit the Recorder's right to obtain injunctive or other relief as may be appropriate.

5. Availability of Databases

- A. The index records are available beginning January 1, 1977 through the day before the last working day in the Recorder's Office upon which the Customer requests such information. Working days are Monday through Friday except for County designated holidays. Documents images are available beginning January 1, 1977 on all documents filed thereafter.

6. Limitations of Liability

- A. The databases are not to be relied on to be a true and complete record but rather a working copy of work in progress subject to error, omission and further modification.
- B. The remedies set forth in this agreement are exclusive and in no event shall the Recorder or St. Joseph County, its Commissioners, agents or employees, be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of income, loss of revenue, whether such damages arises out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by customer for the services in connection with which a claim of liability is asserted or imposed. Customer specifically understands and recognized that the system by which these services are offered is experimental and may experience problems of various kinds resulting in an inability to provide such services.
- C. Customer agrees that Recorder, St. Joseph County, St. Joseph County Commissioners, or officers, agents or employees, will not be liable for any claim or demand of any nature or kind whether asserted against the Recorder or against Customer by any third party arising out of the services or materials provided or use of the same. Customer agrees to indemnify and hold Recorder, St. Joseph County, Commissioners and its officers and agents harmless from claims of third parties arising out of the Customer's use of the services or materials provided pursuant to this Agreement.
- D. Recorder shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly from any cause or circumstances beyond its reasonable control, including problems with or delays caused by its database providers or by other providers.
- E. No action or suit, regardless of form other than an action for payments due Recorder, arising out of the transactions pursuant to this agreement may be brought by either party more than one year after the cause of the action accrues.

7. Warranty

- A. Recorder makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose. While Recorder and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this agreement, no warranty or representation is made or implied as to such.
- B. Customer warrants that it is aware and will comply with all applicable federal, state or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through Recorder.

C. Customer shall not in any way enhance, alter the public records accessed, or disclose any confidential information contained thereon.

8. Rates Charged

A. Customer upon request for services, (a minimum of three months) will pay to the Recorder, the following monthly sum as set forth in the rate schedule for access for one terminal for the plan selected:

<u>PLAN</u>	<u>MONTHLY CHARGE</u>	<u>OVERAGE</u>
1. 0-250 minutes	\$50.00 per month	.20 per minute
2. 251-1000	\$100.00 per month	.15 per minute
3. 1001-3000	\$200.00 per month	.12 per minute
4. Unlimited	\$500.00 per month	.00 per minute
5. Unlimited with additional terminals (\$125.00) per terminal up to four additional terminals.		

If under an unlimited plan Customer wishes to connect additional terminals, that Customer may do so at a charge of One Hundred Twenty-Five (\$125.00) per Terminal for up to four (4) additional terminals.

Each time a Customer selects "print" in Laredo, the Customer shall be charged a fee of \$1.00. The parties agree that the \$1.00 charge is a reasonable fee based on the capital investment and necessary maintenance required to make Laredo accessible to its users. The \$1.00 charge shall apply regardless of whether the Customer prints a hard copy or saves the record to an electronic file.

B. All Users will be required to sign up for a Laredo Connect Profile (see link below) within ten (10) days of their account establishment. Failure to create the Laredo Connect profile could result in a temporary interruption of service.

<https://www.fidlar.com/LaredoConnect.aspx>

C. Monthly statements will be obtained by accessing the Laredo Connect Account Management site with payments due by the 15th of the month following each billing cycle. Payments should be made on-line through the Laredo Connect Account Management site. If paying by check for billing and original subscriptions make check payable to the St. Joseph County Recorder, and mail to Recorder's Office, 3rd Floor County-City Building, 227 W. Jefferson Blvd., South Bend, IN 46601. Payments not received by the 15th of the month will result in access being suspended until payment is received in full.

9. General Conditions

A. Waiver. The waiver, modification, or failure to insist on any of these terms or conditions one or more times by Recorder shall not void, waive, or modify any of the other terms or conditions in this Agreement, nor be construed as a waiver or relinquish of Recorder's right to performance of any such term or terms in the future.

- B. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent and execution of the parties.
 - C. No other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
 - D. Severability. If any provision or part of the Agreement shall be declared illegal, void or unenforceable, the remaining provisions shall continue in full force and effect.
 - E. Governing Laws. This Agreement shall be governed by and construed according to the laws of the State of Indiana as such laws are applied to contracts made and to be performed entirely in Indiana, and all action hereunder shall be brought in a state court of competent jurisdiction in Indiana and in no other jurisdiction.
 - F. Assignment. Customer shall not subcontract any computer data access rights of the Customer made available under this Agreement. This agreement is not assignable or transferable by Customer and any attempted assignment or transfer by Customer shall be null and void and of no force or effect. Recorder may assign this Agreement and/or the payments due to Recorder without notice or requirement for Customer's permission or approval.
 - G. Recorder and Customer, respectively bind themselves, their partners, successors, assignees and legal representative of the other party to the Agreement and to the partners, successors, assignees, and legal representatives or such other party with respect to all covenants of this Agreement.
10. Pursuant to Indiana Code 22-9-1-10, neither the COUNTY or the CUSTOMER nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.

11. A. Termination with Cause

This Agreement may be terminated by the Recorder, with cause, without prior written notice, upon its reasonable belief that cause exists. "Cause" as used in this section includes any violation of law relating to use of the data and information provided through this Agreement or violation of any terms of this Agreement, including but not limited to data scrape/web scrape/data harvest/ web harvest or data mine. Termination shall not relieve a part of its obligation incurred prior to the effective date of the termination. The Recorder reserves the right to prohibit Subscriber from entering into another agreement for a minimum of one (1) year when Subscriber's prior agreement is terminated with cause.

B. Termination Without Cause

This Agreement may be terminated by either party, without cause, upon thirty (30) days written notice, starting on the first (1st) of a month. Termination shall not relieve a party of its obligation incurred prior to the effective date of the termination.

12. Debarment and Suspension

1. Company certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from or ineligible for participation in any Federal assistance program by any Federal department or agency, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of the 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 operation of the Company.
2. Company, by entering into this Agreement, certifies that it does not engage in investment activities in Iran as more particularly described in IC 5-22-16.5.
3. Company shall provide immediate written notice to County if, at any time after entering into this Agreement, Company learns that its certifications were erroneous when submitted, or Company is debarred, suspended, proposed for debarment, declared ineligible, has been included on a list or received notice of intend to include o a list created pursuant to IC 5-22-16.5, voluntarily excluded from or becomes ineligible for participation in any Federal assistance program. Any such event shall be cause for termination of this Agreement as provided herein.
4. Company shall not subcontract with any partner which is debarred or suspended or is otherwise excluded from or ineligible for participation in any Federal assistance programs by any federal department or agency, or by any department, agency or political subdivision of the State of Indiana.

13. Termination for Failure of Funding

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

Date: 12/29/2023



Customer Signature

Scott A. Bengé, Member

Printed Name

814 S. Moon Drive Venice, FL 34292

Address

Date: 12/29/2022



Recorder's Signature

Date: _____

St. Joseph County Commissioner

St. Joseph County Recorder's Office
LAREDO USER ACCOUNT INFORMATION

(Please Note: All fields must be completed before an account can be activated. Information will be used ONLY to contact you about your Laredo account.)

Name: Scott Benge

Title: Member

Name of Company: Total Property Specialist

Street Address: 814 S. Moon Drive

City/State/Zip: Venice, FL 34292

Phone #: 574-993-0333

E-mail Address: 5benges@gmail.com

Reason for needing this service: Look up second mortgages

Date: 12/29/2023

Signature: 

St. Joseph County Laredo Price:

(Circle one of the following plans:)

<u>PLAN</u>	<u>MONTHLY CHARGE</u>	<u>OVERAGE</u>
<u>I. 0-250 minutes</u>	\$50.00 per month	.20 per minute
II. 251-1000 minutes	\$100.00 per month	.15 per minute
III. 1001-3000 minutes	\$200.00 per month	.12 per minute
IV. Unlimited	\$500.00 per month	.00 per minute
v. Unlimited with Additional Terminals (\$125.00) per terminal up to four additional terminals.		

Username: TPSpecialist

Password will be assigned at activation.