

AGENDA OF THE COMMON COUNCIL

City of Angola, Indiana

Wednesday, April 8, 2020 – 10:00 a.m.

To connect to this virtual meeting call 219-293-4381 ID 297 635 688#.

CALL TO ORDER BY MAYOR HICKMAN

1. Council Member roll call by Clerk-Treasurer Twitchell.

Crum _____ Olson _____ Armstrong _____ Martin _____ McDermid _____

2. Remarks by Mayor Hickman.
3. Request approval of the March 16 and March 20 minutes. (attachment)

UNFINISHED BUSINESS

1. Ordinance No. 1629-2020. AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 2 ADMINISTRATION AND PERSONNEL; CHAPTER 2.10 OFFICERS AND EMPLOYEES, SECTION 2.10.010 PROMOTION OF CITY BUSINESS. (second reading) (attachment)
2. Other unfinished business.

NEW BUSINESS

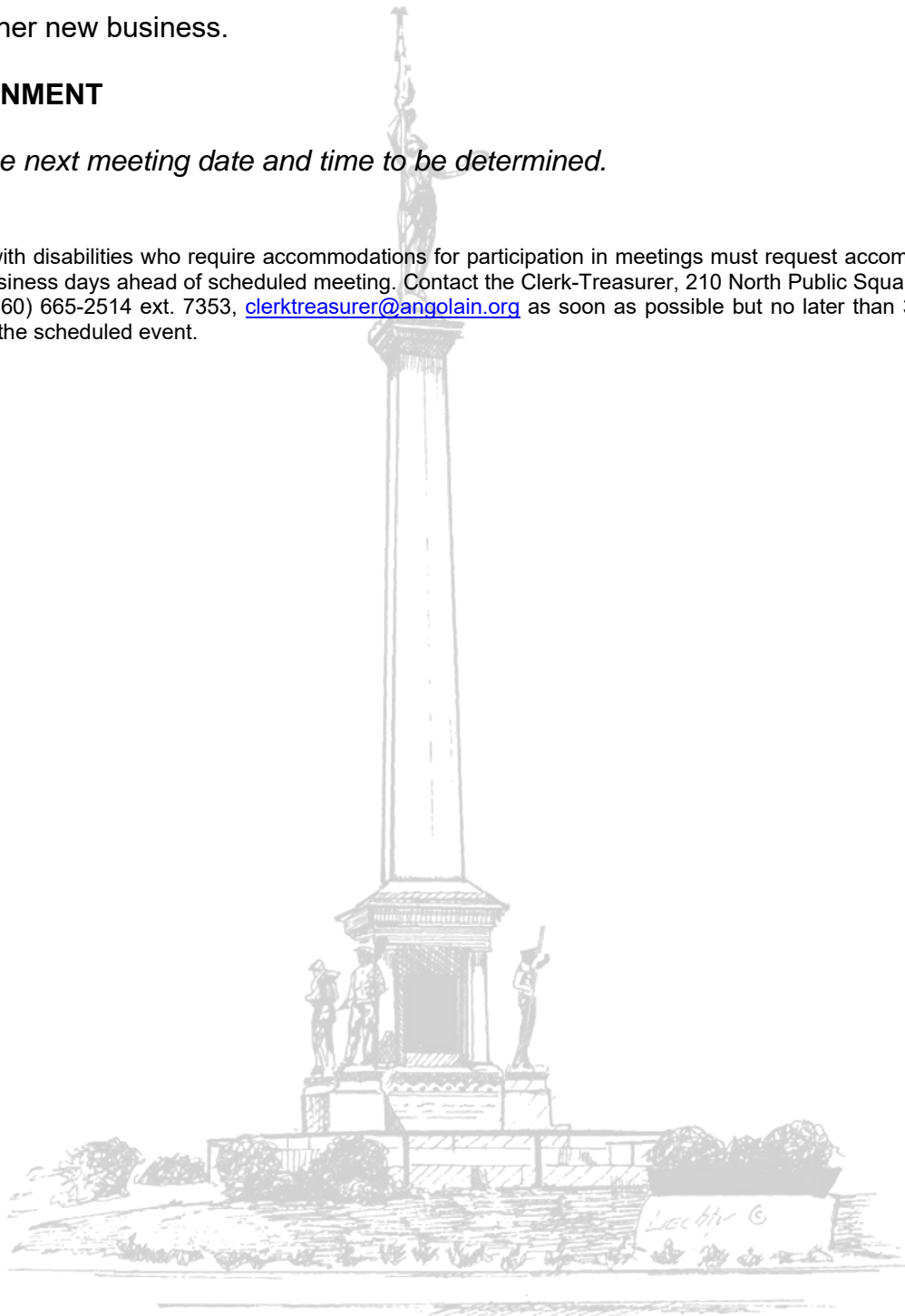
1. Ordinance No. 1630-2020. EXTENSION OF AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2020. (Stay Home Pay during a declared emergency) (first, second, and third readings) (attachment)
2. Ordinance No. 1631-2020. AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA FOR THE YEAR 2020. (add Assistant Fire Chief) (first reading) (attachment)
3. Request approval of the Letter Agreement Amendment, Emergency Generator Study with Jones & Henry Engineers, Ltd. for the not to exceed fee of \$11,900. (Wastewater Utility) (attachment)
4. Request approval of the SES Environmental 2020 Health & Safety Proposal in the amount of \$14,796. (attachment)

5. Request approval of the Allowance of Accounts Payable Vouchers 45340 through 45649 totaling \$795,584.58 which includes interfund transfers of \$97,306.77. (separate attachment)
6. Other new business.

ADJOURNMENT

The next meeting date and time to be determined.

Individuals with disabilities who require accommodations for participation in meetings must request accommodations at least 3 business days ahead of scheduled meeting. Contact the Clerk-Treasurer, 210 North Public Square, Angola, IN 46703, (260) 665-2514 ext. 7353, clerktreasurer@angolain.org as soon as possible but no later than 3 business days before the scheduled event.



MARCH 16, 2020

The regular meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, Council Chambers, 210 North Public Square, with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, David A. Olson, David B. Martin, and Jerold D. McDermid answered roll call. Council Member Kathleen G. Armstrong was absent. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

Present were Chief of Police Stu Hamblen, City Attorney Kim Shoup, Deputy Clerk Ryan Herbert, Fire Chief T. R. Hagerty, Fire Captain Bill Harter, and Human Resources Administrator Sue Essman.

Also present was Ashlee Hoos of *The Herald Republican*.

REMARKS BY THE MAYOR

Mayor Hickman reported that he is taking part in a group that has been getting together via daily conference calls regarding coronavirus (COVID-19) information and updates. This group includes the other towns in the county, Steuben County Health Department, Steuben County Emergency Management, school systems, Cameron Hospital, and Trine University. The Mayor expressed how pleased he is how the Health Department and Cameron Hospital have stepped up and appreciates the professionalism and caring of all groups involved. It is important to support Governor Eric Holcomb and the difficult decisions he is having to make. Mayor Hickman also appreciates being contacted by Senator Mike Braun and Congressman Jim Banks offices checking in and offering to help in whatever way they can. It is hard to stop the panic, but if people step-back they will realize panic has never cured a pandemic or stress of any kind. We have to take care of each other. Check on neighbors especially if they are elderly. Continue to wash hands and sanitize. Department heads are following the City's Continuity of Operations Plan.

APPROVAL OF THE MINUTES

Council Member Olson moved to approve the March 2, 2020 minutes. Council Member Crum seconded the motion. The motion carried 4-0.

Minutes of the January 6, 2020 Board of Public Works and Safety meeting were presented for Council information.

UNFINISHED BUSINESS

At 7:05 p.m., Mayor Hickman declared open the public hearing for the reestablishment of the Cumulative Capital Development Fund tax rate at \$0.05. There being no public comment, the hearing was considered closed at 7:05 p.m. Ordinance No. 1626-2020, AN ORDINANCE REESTABLISHING THE CUMULATIVE CAPITAL DEVELOPMENT FUND UNDER INDIANA CODE 36-9-15.5, was read by title and presented to Council

on third final reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion to approve on third final reading carried 4-0.

At 7:06 p.m., Mayor Hickman declared open the public hearing for the reestablishment of a Park and Recreation Cumulative Building Fund tax rate at \$0.0167. There being no public comment, the hearing was considered closed at 7:06 p.m. Ordinance No. 1627-2020, AN ORDINANCE REESTABLISHING A PARK AND RECREATION CUMULATIVE BUILDING FUND UNDER INDIANA CODE 36-10-3-21, was read by title and presented to Council on third and final reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion to approve on third and final reading carried 4-0.

NEW BUSINESS

Ordinance No. 1628-2020, AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE, TITLE 2 ADMINISTRATION AND PERSONNEL; CHAPTER 2.10 OFFICERS AND EMPLOYEES, SECTION 2.10.010 PROMOTION OF CITY BUSINESS, was read by title and presented to Council on first reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion to approve on first reading carried 4-0.

Resolution No. 2020-773, A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF ANGOLA, INDIANA, ADOPTING THE CITY OF ANGOLA AMERICANS WITH DISABILITIES ACT SELF-EVALUATION AND TRANSITION PLAN: FACILITIES, PROGRAMS AND POLICIES. was read by title and presented to Council for approval. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion carried 4-0.

Council was asked to review and determine if IMP Reality LLC (leased to Patrick Industries, Inc.) located at 409 Growth Parkway and 101 Industrial Drive is or is not in substantial compliance with the Statement of Benefits for Real Estate Improvements. Council Member Martin moved to find in substantial compliance. Council Member Olson seconded the motion. Discussion followed. Motion carried 4-0. (Resolution No. 2015-666; \$130,000, eight years beginning 2016 pay 2017 and ending 2023 pay 2024)

Council was then asked to review and determine if Patrick Industries, Inc. located at 409 Growth Parkway and 101 Industrial Drive is or is not in substantial compliance with the Statement of Benefits for Personal Property. Council Member Martin moved to find in substantial compliance. Council Member Olson seconded the motion. Motion carried 4-0. (Resolution No. 2015-667; \$800,000, eight years beginning 2016 pay 2017 and ending 2023 pay 2024)

Mayor Hickman announced that American Structurepoint, Inc.'s presentation on the SR 127 (North Wayne Street) Water Main Replacement and Corridor Enhancements Study has been postponed to a later date.

Council approval was requested to add the full-time position of Assistant Fire Chief to the Fire Department. Council Member Martin moved to approve. Council Member McDermid seconded the motion. Discussion followed. Motion carried 4-0.

The Clerk-Treasurer's Depository Statement and Cash Reconciliation for month ending February 2020 was presented to Council for review and information.

Clerk-Treasurer Twitchell presented the Annual Report of the Redevelopment Commission Treasurer on Financial Status for 2019. The I-69 and West Maumee Street Economic Development Allocation Area was established in 2009 and payable 2011. Revenues for 2019 are \$77,335.73 and the fund balance as of December 31 is \$508,867.33. There are no outstanding obligations. Gateway signage is budgeted in 2020 for \$350,000. No discussion was had by Council.

APPROVAL OF ACCOUNTS PAYABLE VOUCHERS

Council Member Martin moved to approve the Allowance of Accounts Payable Vouchers 45079 through 45339 totaling \$704,370.71 which includes interfund transfers of \$97,306.77. Council Member Crum seconded the motion. The motion carried 4-0.

OTHER NEW BUSINESS

Ordinance No. 1629-2020, AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA DUE TO EMERGENCY CIRCUMSTANCES, was read by title and presented to Council on first reading. Council Member Martin moved to approve. Council Member Olson seconded the motion. The motion to approve on first reading carried 4-0. Council Member Martin moved under circumstances requiring this ordinance to poll the Council for unanimous consent to waive Common Council Meeting Rule 22 to allow second and third readings. Council Member Olson seconded the motion. The motion carried 4-0. Ordinance No. 1629-2020, AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA, INDIANA DUE TO EMERGENCY CIRCUMSTANCES, was read by title and presented to Council on second reading. Council Member Martin moved to approve. Council Member Crum seconded the motion. The motion to approve on second reading carried 4-0. Ordinance No. 1629-2020, AN ORDINANCE AMENDING THE ORDINANCE FIXING COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF ANGOLA,

INDIANA DUE TO EMERGENCY CIRCUMSTANCES, was read by title and presented to Council on third and final reading. Council Member Martin moved to approve. Council Member McDermid seconded the motion. The motion to approve said ordinance on third and final reading carried 4-0.

Council Member Martin moved to approve Clerk Treasurer Twitchell's request for permission to pay future claims should a Council meeting be cancelled due to an emergency. Council Member Crum seconded the motion. The motion carried 4-0.

ADJOURNMENT

There being no further business, the meeting was considered adjourned at 7:15 p.m.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

MARCH 20, 2020

An emergency meeting of the Common Council of the City of Angola, Indiana was called to order at 7:00 p.m. at City Hall, Conference Room 206, 210 North Public Square, with Mayor Richard M. Hickman presiding. Council Members Gary L. Crum, David A. Olson, and Kathleen G. Armstrong participated by telephone conference pursuant to Governor Eric J. Holcomb's Executive Order 20-04. Council Members David B. Martin and Jerold D. McDermid were present. Clerk-Treasurer Debra A. Twitchell recorded the minutes.

For the record, proper notice was given by email to *The Herald Republican* and WLKI regarding this emergency meeting.

Present was City Attorney Kim Shoup.

ORDER OF BUSINESS

The Common Council was asked to continue the local disaster emergency declaration by Mayor Hickman on March 16, 2020 until Governor Eric J. Holcomb terminates the Declaration of Public Health Emergency for Coronavirus Disease 2019 Outbreak, Executive Order 20-02 issued March 6, 2020. Council Member Martin moved to approve. Council Member McDermid seconded the motion. City Attorney Shoup explained by statute (IC 10-14-3-29), Mayor Hickman's Executive Order 20-01 Local Disaster Declaration for Coronavirus Disease 2019 Outbreak is only valid for seven days and may not be continued or renewed except by consent of the Common Council. Mayor Hickman's declaration (EO 20-01) will expire Sunday, March 22. Discussion followed. On call of the vote, the motion carried 5-0.

The Common Council was then asked to allow the Mayor, Clerk-Treasurer, and Mayor Pro Tem to follow national or state directives and orders relating to COVID-19 without a meeting and approval of the Common Council. As an example, Clerk-Treasurer Twitchell explained the State Board of Accounts issued a directive regarding the approval of claims. The directive states that the Common Council must meet and designate a Council Member to review/approve the claims before payment. Once the governor terminates the public health emergency and Council meets in person again, those Council Members not present will sign the docket. This directive is contrary to what the Council authorized at the March 16 meeting. There are other directives from various federal and state agencies as well that may be amended from time to time. Discussion followed. On call of the vote, the motion carried 5-0.

ADJOURNMENT

3/20/2020, Page 2

There being no further business related to COVID-19, the meeting was adjourned at 4:40 p.m.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

ORDINANCE NO. 1629-2020

**AN ORDINANCE AMENDING THE ANGOLA MUNICIPAL CODE,
TITLE 2 ADMINISTRATION AND PERSONNEL; CHAPTER 2.10 OFFICERS
AND EMPLOYEES, SECTION 2.10.040 PROMOTION OF CITY BUSINESS**

BE IT HEREBY ORDAINED by the Common Council of the City of Angola, Indiana that the Angola Municipal Code is being amended by the text of existing provisions in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~:

Section 1. Section 2.10.040 Expense reimbursement for promotion of economic development and tourism is amended to read:

2.10.040 ~~Expense reimbursement for p~~**Promotion of economic development and tourism city business.**

For the purpose of promoting ~~economic development and tourism~~ **city business**, the Common Council may, pursuant to the requirements of law, appropriate money from the general fund of the city to pay the expenses of, or to reimburse city officials for expenses incurred in, promoting the best interests of the city. Expenses may include, but not be limited to, rental of meeting places, meals, decorations, memorabilia, **commemorative objects, and awards; interviewing job applicants; expenses incurred in** promoting industrial, commercial and residential development;; **expenses incurred in** developing ~~relations~~ **relationships** with other units of government;; **expenses for membership dues, assessments, conference registrations and other assistance in local, regional, state and national associations of a civic, educational or governmental nature which have as their purpose the betterment and improvement of municipal operations; the direct expenses incurred for travel, meals and lodging in conjunction with municipal business or meetings or organizations to which the municipality belongs; and any other expenses of a civil civic or governmental nature such as a reasonable amount on employee or immediate family funeral flowers, an all-employee gathering, or employee retirement gift deemed by the Council action of the mayor to be in the interest of the city.**

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the ____ day of April 2020 by the vote of ____ ayes and ____ nays.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

ORDINANCE NO. 1629-2020

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of April 2020.

Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of April 2020.

Richard M. Hickman, Mayor

ORDINANCE NO. 1630-2020

**EXTENSION OF AN ORDINANCE AMENDING THE ORDINANCE FIXING
COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER
EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF
ANGOLA, INDIANA DUE TO EMERGENCY CIRCUMSTANCES**

WHEREAS, the City of Angola, Indiana Common Council acknowledges that under appropriate circumstances, the principal executive officer of the City of Angola by authority of Indiana Code § 10-14-3 and Angola Municipal Code Chapter 2.20 Emergency Management may determine that a “disaster” exists, which includes, but is not limited to, the following: “an occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural phenomenon or human act”, which definition includes an “epidemic” and “public health emergency”; and

WHEREAS, a national emergency was declared by the President of the United States beginning March 1, 2020 addressing the coronavirus (COVID-19) pandemic; and

WHEREAS, a Declaration of Public Health Emergency for Coronavirus Disease 2019 Outbreak was declared by Governor Eric J. Holcomb in Executive Order 20-02 on March 6, 2020; and

WHEREAS, a Local Disaster Declaration for Coronavirus Disease 2019 Outbreak was issued by Mayor Richard M. Hickman in Executive Order 20-01 on March 16, 2020; and

WHEREAS, the Common Council adopted Ordinance No. 1628-2020 Stay Home Pay during a declared emergency on March 16, 2020 in an effort to comply with national and state COVID-19 directives to practice “social distancing” with said Ordinance to expire April 15, 2020;

WHEREAS, because of these national, state, and local emergencies the Common Council desires to continue to have in place appropriate “emergency management” measures in order to provide for the preparation for and the coordination of all emergency functions to prevent, minimize, and repair injury and damage, with such services to include firefighting services, police services, rescue, engineering, communications, public utility services, and all other activities necessary or incidental to the preparation for and coordination of the functions described herein; and

WHEREAS, addressing this extraordinary situation, the Common Council desires to again amend the 2020 Salary Ordinance to provide pay for employees in certain emergency circumstances;

NOW, THEREFORE, BE IT HEREBY ORDAINED that Ordinance No. 1616-2019 and Ordinance No. 1625-2020 and any subsequently adopted compensation ordinances are amended to include the following:

Section 1. Stay Home Pay during a declared emergency.

As part of a local disaster declaration, City of Angola employees may be directed to refrain from coming to work. Full-time employees will continue to receive pay (salaried or hourly) for their regularly scheduled non-overtime work hours (Emergency Stay Home Pay) without utilizing any paid-time off benefits, subject to the following conditions:

ORDINANCE NO. 1630-2020

- a. If some or all of the employee's job functions can be performed from home, the employee is expected to perform those job functions from home, with direction from his or her supervisor, during the employee's regularly scheduled non-overtime work hours;
- b. During the employee's regularly scheduled non-overtime work hours during the emergency, the employee is considered "on-call" and, therefore, must be available by phone to respond to calls from other city officials and must be available to return to his or her work station within two (2) hours' notice from his or her supervisor, or his or her designee;
- c. The employee may not work or earn compensation from any other source during the employee's regularly scheduled non-overtime work hours (i.e. for which the employee would earn Emergency Stay Home Pay).

Section 2. The amendments set forth above supersede any inconsistent provisions in the 2020 salary ordinances and the City of Angola, Indiana Employee Handbook.

Section 3. Upon adoption by the Common Council and approval by the Mayor, this amendment shall take effect April 16, 2020 and be in effect until the Governor of the State of Indiana terminates the Directive for Hoosiers to Stay at Home.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of April 2020 by the vote of _____ ayes and _____ nays.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of April 2020.

Debra A. Twitchell, Clerk-Treasurer

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of April 2020.

Richard M. Hickman, Mayor

ORDINANCE NO. 1631-2020

**AN ORDINANCE AMENDING THE ORDINANCE FIXING
COMPENSATION OF APPOINTED OFFICERS, DEPUTIES, AND OTHER
EMPLOYEES AND OF POLICE AND FIREFIGHTERS OF THE CITY OF
ANGOLA, INDIANA FOR THE YEAR 2020**

WHEREAS, IC 36-4-7-3 and IC 36-4-7-4 governs the fixing of compensation of City appointed officers, deputies, and other employees;

WHEREAS, IC 36-8-3-3 governs the fixing of compensation of police and firefighters;

WHEREAS, funding is available, and the Common Council wishes to increase compensation of said appointed officers, deputies, other employees, police and firefighters for the year 2020;

NOW THEREFORE, be it hereby ORDAINED by the Common Council of the City of Angola, Steuben County, Indiana that Ordinance No. 1616-2019, Section 1 is being amended by the text of existing provisions in this style type, additions in **this style type**, and deletions in ~~this style type~~:

Section 1. From and after December 29, 2019 and continuing through December 26, 2020 the minimum and maximum compensation and pay schedule for appointed officers, deputies, and other employees and police and firefighters of the City of Angola shall be fixed as follows:

Office of the Clerk-Treasurer

| | | |
|-------------------------------|---------|--------------|
| Deputy Clerk | 17.50 - | 27.02 hourly |
| Deputy Accounts Payable Clerk | 15.00 - | 24.46 hourly |
| Deputy Payroll Clerk | 15.00 - | 24.46 hourly |
| Deputy Utility Clerk | 15.00 - | 24.46 hourly |

Office of the Mayor

| | | |
|---------------------------------------|------------|-------------------|
| Board of Public Works & Safety Member | | 812.50 quarterly |
| Human Resource Administrator | 1,745.26 - | 2,438.09 biweekly |
| Downtown Services Coordinator | 15.00 - | 24.46 hourly |
| Administrative Assistant | 15.00 - | 24.46 hourly |

Economic Development & Planning Department

| | | |
|--|------------|-------------------|
| Economic Development & Planning Director | 1,745.26 - | 2,517.61 biweekly |
| Administrative Assistant | 15.00 - | 24.46 hourly |

Information Technology Department

| | | |
|-----------------------|------------|-------------------|
| Systems Administrator | 1,850.78 - | 2,661.65 biweekly |
|-----------------------|------------|-------------------|

Law Department

| | | |
|---------------|------------|-------------------|
| City Attorney | 1,200.00 - | 1,890.37 biweekly |
|---------------|------------|-------------------|

ORDINANCE NO. 1631-2020

Engineering Department

| | | |
|---------------------------|------------|-------------------|
| City Engineer | 2,184.03 - | 3,464.19 biweekly |
| Engineering Assistant | 18.00 - | 28.95 hourly |
| MS4/Engineering Assistant | 18.00 - | 28.95 hourly |

Building & Safety Department

| | | |
|-----------------------|------------|-------------------|
| Building Commissioner | 1,745.26 - | 2,517.61 biweekly |
|-----------------------|------------|-------------------|

Fire Department

| | | |
|-----------------------------|-------------------|--------------------------|
| Fire Chief | 1,984.42 - | 2,563.84 biweekly |
| Assistant Fire Chief | 2,000.00 - | 2,434.30 biweekly |
| Captain | 1,704.49 - | 2,162.47 biweekly |
| Lieutenant | 1,636.38 - | 2,076.06 biweekly |
| First Class Firefighter | 1,568.29 - | 1,989.66 biweekly |
| Firefighter | 1,449.25 - | 1,838.64 biweekly |
| Probationary Firefighter | 1,346.15 - | 1,533.33 biweekly |
| PT Firefighter | | 14.00 hourly |

Police Department

| | | |
|-----------------------------|------------|---------------------|
| Chief of Police | 1,984.42 - | 2,563.84 biweekly |
| Assistant Chief of Police | 1,918.75 - | 2,434.30 biweekly |
| Detective | 1,788.81 - | 2,269.44 biweekly |
| Sergeant | 1,788.81 - | 2,269.44 biweekly |
| First Class Patrol Officer | 1,704.49 - | 2,162.46 biweekly |
| Patrol Officer | 1,568.29 - | 1,989.67 biweekly |
| Probationary Patrol Officer | 1,449.25 - | 1,838.64 biweekly |
| Dispatcher | 15.00 - | 23.40 hourly |
| PT Patrol Officer | | 22.00 hourly |
| PT Dispatcher | 12.00 - | 20.00 hourly |
| PT Code Enforcement | 11.00 - | 18.00 hourly |
| PT School Crossing Guard | | 17.00 shift (am/pm) |

Street Department

| | | |
|-------------------------------|------------|-------------------|
| Street Commissioner | 1,745.26 - | 2,517.61 biweekly |
| Assistant Street Commissioner | 16.50 - | 26.06 hourly |
| Maintenance | 15.00 - | 24.62 hourly |

Parks & Recreation Department

| | | |
|----------------------------------|------------|-------------------|
| Park Superintendent | 1,745.26 - | 2,517.61 biweekly |
| Assistant Park Superintendent | 16.50 - | 26.06 hourly |
| Events and Marketing Coordinator | 15.00 - | 24.46 hourly |
| Maintenance | 15.00 - | 24.62 hourly |
| PT Recreation Staff | 11.00 - | 18.00 hourly |

ORDINANCE NO. 1631-2020

Water Department

| | | |
|--------------------------------|------------|-------------------|
| Water Superintendent | 1,745.26 - | 2,517.61 biweekly |
| Assistant Water Superintendent | 16.50 - | 26.06 hourly |
| Operator | 15.00 - | 24.62 hourly |

Wastewater Department

| | | |
|---|------------|-------------------|
| Wastewater Superintendent | 1,745.26 - | 2,517.61 biweekly |
| Assistant Wastewater Superintendent | 16.50 - | 26.06 hourly |
| Lab Technician/Pretreatment Coordinator | 16.50 - | 26.06 hourly |
| Operator | 15.00 - | 24.62 hourly |

Any Department

| | | |
|-------------------------|---------|--------------|
| PT Assistant | 12.00 - | 18.00 hourly |
| PT Clerk | 12.00 - | 18.00 hourly |
| PT Operator | 12.00 - | 18.00 hourly |
| PT Maintenance | 12.00 - | 18.00 hourly |
| PT Seasonal Maintenance | 11.00 - | 18.00 hourly |
| Intern | 0.00 - | 18.00 hourly |

Section 2. Effective date.

This ordinance shall become and remain in full force and effect beginning March 1, 2020 and from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Angola, Indiana, on the _____ day of May 2020 by the vote of _____ ayes and _____ nays.

Richard M. Hickman, Mayor
Presiding Officer

Attest:

Debra A. Twitchell, Clerk-Treasurer

This ordinance presented by me, the Clerk-Treasurer of the City of Angola, Indiana to the Mayor at the hour of _____ a.m./p.m. this _____ day of May 2020.

Debra A. Twitchell, Clerk-Treasurer

ORDINANCE NO. 1631-2020

This ordinance signed and approved by me, the Mayor of the City of Angola, Indiana this _____ day of May 2020.

Richard M. Hickman, Mayor



Jones & Henry
ENGINEERS, LTD.

Fluid thinking®

2420 N. Coliseum Boulevard, Suite 214, Fort Wayne, IN 46805
Phone: 260.482.1920 JHeng.com

March 12, 2020

Mr. Craig A. Williams, Superintendent
City of Angola
1095 Redding Road
Angola, IN 46703

Subject: Letter Agreement Amendment,
LAA 1-20 to Engineering Services Agreement,
Emergency Generator Study

Dear Mr. Williams:

Jones & Henry Engineers is pleased to submit our proposal for an Emergency Generator Study. We understand the City wishes to maintain reliable emergency electrical generation. The City also recognizes a review and recommendation of current equipment and capabilities is a critical component of utility emergency response capabilities.

Our proposed services included:

- Review and tabulation of the existing electrical loads.
- Review of existing emergency generator condition, O&M records, and related components to assess condition and suitability to existing conditions and requirements.
- Provide written review and recommendations of alternatives to City staff. Meet for review and input from City staff in preparation for engineering design, specifications and technical drawings to be provided under separate agreement.

Engineering Fees

We will perform the work on a time and expense basis in accordance with the attached Appendix A of the ESA for the estimated not to exceed fee of \$11,900 without authorization from the City.

If you have any questions while reviewing this proposal, do not hesitate to contact me by phone or email:
jhersha@jheng.com.

Sincerely,

JONES & HENRY ENGINEERS, LTD.

Jeffrey M. Hersha

Fort Wayne Office Director



Jones & Henry
ENGINEERS, LTD.

Fluid thinking®

2420 N. Coliseum Boulevard, Suite 214, Fort Wayne, IN 46805
Phone: 260.482.1920 JHeng.com

March 27, 2020

Mr. Craig A. Williams, Superintendent
City of Angola
1095 Redding Road
Angola, IN 46703

Subject: Letter Agreement Amendment,
LAA 1-20 to Engineering Services Agreement,
Emergency Generator Study

The Engineering Service Agreement dated October 18, 2004 is hereby amended as follows:

ENGINEER shall provide the following services to the OWNER:


- Review and tabulation of the existing electrical loads.
- Review of existing emergency generator condition, O&M records, and related components to assess condition and suitability to existing conditions and requirements.
- Provide written review and recommendations of alternatives to City staff. Meet for review and input from City staff in preparation for engineering design, specifications and technical drawings to be provided under separate Agreement.

OWNER shall pay the ENGINEER for the services on a time and expense basis in accordance with the attached Appendix A of the Engineering Service Agreement. The total cost of services provided under this Agreement shall not exceed \$11,900.00 without the OWNER'S prior approval.


The above Scope and Cost of Services are hereby agreed to by:

JONES & HENRY ENGINEERS, LTD.


City of Angola, Indiana



Office Director



Officer

By: _____
Superintendent Mayor

Richard M. Hickman



Jones & Henry Engineers, Ltd.

APPENDIX A

Of Engineering Service Agreement

Hourly Billing Rate Schedule, (including overhead) - 2020

| Classification | Schedule of Charges | Hourly Rate |
|--|---------------------|-------------|
| Principal..... | | \$183 |
| Director/Senior Project Manager..... | | \$175 |
| Project Manager..... | | \$155 |
| Senior Engineer..... | | \$165 |
| Project Engineer..... | | \$130 |
| Engineer..... | | \$115 |
| O&M Specialists..... | | \$125 |
| Senior Construction Services Specialist..... | | \$120 |
| Construction Services Specialist..... | | \$105 |
| Information Systems Specialist..... | | \$110 |
| Designer, Senior Technician..... | | \$107 |
| Technician..... | | \$95 |
| Project Assistant..... | | \$75 |
| Administrative Assistant/Librarian..... | | \$70 |

For expenses incurred in the work for travel, subsistence, toll telephone calls, fax, printing, copying, etc., the actual cost plus ten percent (10%) thereof.

The time and expense fees shall be payable monthly, each payment being equal to the amount earned during the preceding month.

The above billing rates are subject to change on an annual basis.

All services will be performed by or under the direct supervision of a professional engineer. The standard of care for all professional engineering performed by Jones & Henry Engineers, Ltd. will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. Jones & Henry makes no warranties, express or implied, in connection with the services described in this proposal.



Kristin Eby
Senior Project Manager
3807 Transportation Drive
Fort Wayne, IN 46818
Phone: (260) 497-7645

k.eby@sesadvantage.com

March 12, 2020

Ms. Sue Essman
City of Angola
210 N. Public Square
Angola, Indiana 46703

Dear Ms. Essman:

This letter serves as a proposal to continue to provide Health and Safety services for the City of Angola's City Hall, Water, Wastewater, Street and Parks Departments for 2020 and continue to document corrective actions for past audits and conduct annual safety audits for all departments including the Police and Fire Departments.

Scope of Services: SES proposes to conduct training sessions, develop/update required written programs, and perform necessary assessments in accordance with OSHA 29 CFR 1910 for General Industry regulations. A breakdown of anticipated visits is shown in the table below. SES will be responsible for submitting the necessary CEU forms to IDEM Water/Wastewater Sections to obtain certified education credits for qualified operators. This proposal does not include scheduling the 2020 annual audiometric testing, which will be coordinated through the City of Angola and provided by Parkview, but it does include management of the audiometric data to ensure compliance with OSHA's Hearing Conservation requirements.

For 2020, we will continue to enhance spring training with new and updated games (gift card prizes), activities and topics to provide a fun and new perspective on the required information that must be conveyed, focus on a the finalization of a Hot Work Program for the Water & Wastewater Departments, conduct department fire drills and update all New Employee Safety Manual training booklets to be delivered at the April training. To accomplish these goals, there will be four annual visits made by two consultants (Kristin Eby & Bryan Smith).

| HEALTH & SAFETY PROPOSED SCHEDULE OF SERVICES | | | |
|--|--|--|---|
| TRAINING | | | |
| 1 st Quarter Visit (1) (APR 2020) *Annual requirement | 2 nd Quarter Visit (1) (JUNE 2020) | 3 rd Quarter Visit (1) (SEPT 2020) | 4 th Quarter Visit (1) (NOV 2020) |
| ALL EMPLOYEES (Water, WWTP, Parks, Street) (4 hours with lunch – paid by SES): Game / Activities (with gift card prizes) to cover the following topics: <ul style="list-style-type: none">*Emergency Action Plan*Fire Extinguisher BasicsHAZCOM (GHS) – Updating SDSs - ReviewPPE / Respiratory Protection (voluntary use)Confined Space ReviewLOTO / Electrical Safety ReviewTeam Building Exercise (Communication focus) Presentation-Style: <ul style="list-style-type: none">*BBP – Pandemic (Coronavirus focus)*Hearing ConservationIncident InvestigationSpill Response Plan Overview (Kristen Thomas)Safe use of Roundup (Parks) / handling spills | WATER & WASTEWATER DEPTS 2-3 hrs) <ul style="list-style-type: none">Confined Space Practice Entry (with Rescue Team – Fire Department) using new CS rescue plan. Safely perform actual CS rescue with dummy or live person. (KRIS) | | CITY HALL EMPLOYEES (1.0 hr. per class – 2 classes, AM & PM) – (KRIS) Review (game style) + Presentation-Style <ul style="list-style-type: none">*BBP*Emergency Action Plan*Fire ExtinguisherHAZCOM (GHS) – Updating SDSs reviewAnnual Fire / Panic Button DrillOpen Topic |

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2020 Health & Safety Proposal

| PROJECTS | | | |
|---|---|---|---|
| 1 st Quarter Visit (1) (APR 2020) | 2 nd Quarter Visit (1) (JUNE 2020) | 3 rd Quarter Visit (1) (SEPT 2020) | 4 th Quarter Visit (1) (NOV 2020) |
| <ul style="list-style-type: none"> Update and Deliver New Employee Safety Training booklets for all departments. Must have for seasonal employees. | <ul style="list-style-type: none"> Conduct 2020 safety audits for Fire Department and Wastewater Department. (KRIS) Conduct 2020 safety audits for Police Department, Parks and Street Departments (BRYAN) Conduct & document Fire Drills for Parks and Street Departments (BRYAN) | <ul style="list-style-type: none"> Annual SES Hosted Cookout <ul style="list-style-type: none"> Review results of Hearing Tests Identity Theft (Darrin Taylor) Conduct 2020 Safety Audit for Water Department (KRIS) Annual review of City Hall Safety Manual for updates if necessary (KRIS). Conduct & document fire drill for Water and WW Departments (BRYAN). | <ul style="list-style-type: none"> Review and document progress against 2020 safety audits for Street, Parks, Police, Fire, Water and Wastewater (BRYAN) |
| WRITTEN PROGRAMS | | | |
| 1 st Quarter Visit (1) (APR 2020) | 2 nd Quarter Visit (1) (JUNE 2020) | 3 rd Quarter Visit (1) (SEPT 2020) | 4 th Quarter Visit (1) (NOV 2020) |
| <ul style="list-style-type: none"> Update Safety Manuals with training documentation. | <ul style="list-style-type: none"> Collect information for program updates. Update Safety Manuals. | <ul style="list-style-type: none"> Collect information for program updates. Update Safety Manuals. | <ul style="list-style-type: none"> Update Safety Manuals. |

Written Programs: SES will develop and update the City of Angola's safety manuals and will conduct the required annual written program audits. Written programs will be updated in order to comply with any new regulations and reflect changes in the workplace.

Training: Training will be provided on a schedule that fits your business schedule. SES staff will work with you to determine required training needs for your organization, as well as identify the employees that will receive training. In addition to required training, employer recommendations for specific training needs will be included on the training schedule. SES will provide all training supplies (handouts, presentation materials, videos, training aids etc.) in conjunction with creative teaching techniques designed to be interactive and help the employee retain their training knowledge. SES will document all training per OSHA requirements.

Responsibilities: As part of our services, we will address the usual and customary requirements that would be reasonably anticipated to be included in a compliance program for operations conducted by your organization. SES will provide guidance, assessment and instruction pursuant to applicable requirements as determined to be appropriate for the conditions and operations that exist.

Your organization will provide open access to the facilities and any records or documents necessary to complete our safety reviews and evaluation. SES personnel will abide by all rules, regulations and requirements of your organization and the regulatory agencies while on site. SES will treat any information acquired at your site as proprietary and confidential.

SES cannot guarantee an accident-free environment or absolute compliance with regulations for reasons of control, personnel administration or abnormally complex regulatory interpretations. Furthermore, it is the



2020 Health & Safety Proposal

responsibility of the employer to implement and enforce practices and procedures and to maintain supporting documentation.

Fees: SES will provide the described scope of services to your organization for an annual fee of \$14,796. For your convenience, this fee may be paid in quarterly installments of \$3,699. This quarterly cost to Angola can be broken down by Department as follows:

Wastewater Department - \$931.63

Street Department - \$596.00

Water Department - \$931.63

Parks Department - \$596.00

City Hall - \$293.75

Police Department - \$153.75

Fire Department - \$196.25

Thank you for allowing SES an opportunity to provide this proposal. Please sign and return a copy of this proposal authorization by mail or fax (260-497-7646) to continue uninterrupted service. We look forward to assisting you. Please do not hesitate to contact me with any questions, concerns, or requests for additional information

Sincerely,
SES Environmental

A handwritten signature in black ink that reads 'Kristin Eby'.

Kristin Eby
Senior Project Manager



2020 Health & Safety Proposal

AUTHORIZATION FOR SES ENVIRONMENTAL TO PROCEED

Proposal Date: March 12, 2020

Client: City of Angola

Proposal Title: Health & Safety Proposal

Proposal Amount: \$14,796 annual fee paid quarterly at \$3,699 per quarter

The undersigned hereby authorizes SES Environmental (SES) to proceed on the above-described project in accordance with the referenced proposal. The undersigned further acknowledges that they are authorized to contractually bind the above-named Client in executing this Authorization.

Authorization Information

(Signature)

Richard M. Hickman
(Typed or Printed Name)

Mayor
(Title)

260-665-3556
(Telephone Number)

(Date)

Billing Information

City of Angola
(Company)

Ryan Herbert
(Contact – Typed or Printed Name)

210 N. Public Square
(Address)

Angola
(City)

IN 46703-1960
(State) (Zip Code)

260-665-2514 x 7353
(Telephone Number)

AP@angolain.org
(Email Address)

(SES will proceed with the work after receiving this Authorization to Proceed via fax, mail, or email.)



2020 Health & Safety Proposal

Standard Terms and Conditions for Compliance Partner Program Services SES Environmental

1(a). All work performed by SES Environmental, hereinafter called SES, for Client is subject to these Terms and Conditions, except that these Terms and Conditions incorporate, and may be modified by, the work scope or proposal prepared by SES for the specific project location. In the event of any conflict, the terms of the work scope or proposal shall govern.

2. Unless stated otherwise in SES's work scope or proposal, SES's services are performed on an hourly (time-and-expenses) basis including, but not limited to, project scoping by professional, technical, and clerical staff. Time required for SES personnel to travel between SES's offices and the site (or any other destination applicable to the project) is also charged in accordance with SES's prevailing hourly rate schedule. Client agrees that time for any authorized work that is outside the scope of work in SES's CPP proposal, including meetings and consultation, shall be charged to Client in accordance with SES's prevailing hourly rate schedule or at rates specifically stated in the work scope of the proposal.

3. Unless specifically stated in the proposal, SES's use of SES-owned vehicles and field equipment and internal expenses incurred by SES during Client's work are chargeable to Client at SES's prevailing rates for equipment use, stock supplies, and internal expenses. These rates may be modified from time to time to reflect changes in SES's equipment and expense charges.

4. For those additional services or external expenses described in SES's work scope or proposal, Client authorizes SES to engage subcontractors; rent or purchase special equipment; purchase expendable supplies; and so forth. Such purchases or contracts shall be charged to Client at their direct cost plus 15%.

5(a). SES's work scope or proposal and estimated costs therein are firm for 90 calendar days.

(b). Cost estimates provided to Client for out-of-scope services (non-CPP) are opinions of probable costs based on SES's professional experience, information available to SES, and assumptions about possible site conditions and material costs, many of which are beyond SES's control. Therefore, **any cost estimate or "not to exceed" cost limitation provided by SES is not a guaranteed maximum, fixed lump-sum price, or a guarantee that the work will be completed for the estimated amount.** Such cost estimate only indicates that SES will not incur fees and expenses in excess of the estimate or cost limitation without obtaining Client's prior agreement. Charges for SES's services and expenses may be less than those estimated, in which case only those charges will be invoiced to Client.

6(a). SES's invoices are payable upon receipt, unless Client and SES have agreed to a regular, periodic payment schedule. Invoices for out-of-scope, non-CPP services are payable upon receipt. Client shall notify SES in writing of any disputed invoiced amounts within ten (10) calendar days after Client receives the invoice. The notice shall include the specific amount(s) and item(s) disputed and the basis for the dispute. Client agrees to pay all undisputed invoiced amounts according to the following terms. Undisputed fees remaining unpaid for more than forty-five (45) calendar days after the invoice date or after the date upon which a regular CPP payment is due shall incur late charges of 1.5% per month (18% per annum) from the invoice date. If Client fails to pay any amount due within seventy-five (75) calendar days of the due date, SES shall have the right to immediately stop work and recover from Client payment for all work executed, late-payment charges, and any additional costs incurred by SES in collecting past-due amounts from Client.

7. SES strives to perform its services in a manner consistent with that level of care and skill ordinarily exercised by other environmental health and safety consultants practicing in the same locality and under similar conditions prevailing at the time SES's services are performed. **No other warranty, expressed or implied, is intended in these Terms and Conditions or in any other document generated by SES.** Services not expressly described in SES's work scope or proposal shall not be considered part of the work; SES assumes no duty to Client to perform such services.

8. The total cumulative liability of SES, its employees, directors, officers, and agents to Client arising from SES's services, including any legal fees or costs awarded under these Terms and Conditions, shall not exceed 100% of the net compensation received by SES (total fee less any subcontractor charges) for the specific work item at issue, regardless of the legal theory under which such liability is imposed.

9. SES and Client agree to waive any claim against each other for special, incidental, or consequential damages incurred by either due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or SES, their employees, agents, or subcontractors. Special, incidental, and consequential damages include, but are not limited to, delays, shutdowns or disruptions, loss of product or inventory, non-operation, cost of capital, loss of use, and loss of profits or revenue.

10(a). Client recognizes that SES's data, interpretations, opinions, and recommendations are based on information available to SES and obtainable with the methods employed. Information obtained from SES's inspections, audits, analysis, and testing is considered evidence with respect to compliance issues or the potential detection, identification, quantification, and distribution of contaminants, but any inference or conclusion based thereon is necessarily an opinion based on SES's professional judgment and shall not be construed as a representation of fact. Client acknowledges that inspecting, auditing, sampling, and testing reduce, but do not eliminate, the risk of non-compliance or that contaminants may escape detection.

(b). Client shall provide to SES all information in Client's possession concerning the project site/facility that could affect SES's performance of the work. SES may rely on information provided by Client and others in performing its services; however, unless specified in the proposal or work scope, SES will not verify, validate, or warrant the accuracy of work conducted or information provided by independent laboratories, contractors, or consultants, whether retained by SES or Client.

11(a). SES is solely responsible for the on-site activities and safety of its own employees. This responsibility shall not be construed by any



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party to relieve the site owner, Client, or Client's other contractors or subcontractors from their customary and contractual responsibilities and obligations to maintain a safe site.

(b). Neither SES's professional activities nor the presence of SES's employees or subcontractors shall be construed by any party to imply that SES is responsible for any employee's or contractor's work performance, methods, direction, superintendence, sequencing of operations, or safety in, on, or about the site/facility. Under no circumstances shall SES's field representative have stop-work authority over Client's employees, contractors, or subcontractors or any other party active on or near the site.

(c). SES assumes no responsibility for reporting to any federal, state, or local public agencies any conditions or releases that present a potential danger to public health, safety, or the environment. Client agrees to indemnify SES for any claims related to Client's failure to properly report such conditions or releases to appropriate agencies.

(d). The requirements of this article shall apply continuously and are not limited to normal working hours.

12(a). Professional fees paid to SES by Client are in exchange for SES's services. All reports, audits, recommendations, environmental health and safety programs, assessments, training presentations and materials, and other documents prepared by SES are instruments of service, not products, and as such remain the property of SES. Documents provided to SES by Client shall remain Client's property.

(b). The data and opinions of SES reported and expressed in its instruments of service are for the sole and exclusive use of Client, who may rely on SES's information, audits, assessments, findings, and opinions, subject to the limitations expressed therein. Reliance by any third party on the information, findings, and opinions in SES's instruments of service is unauthorized and at their sole risk. If SES is requested by Client or Client's representative to review, update, or provide additional consultation regarding SES's instruments of service, SES shall be entitled to additional compensation for these services in accordance with SES's prevailing rate schedules or at rates specifically stated in the work scope of the proposal.

(c). Client agrees to waive any claim against SES and to defend, indemnify, and hold SES harmless from any claim or liability for injury or loss allegedly arising from the unauthorized use of SES's information, opinions, or instruments of service or from their use in a manner that is incorrect, inappropriate, not intended by SES, not foreseen at the time SES's services were rendered, or allegedly arising from considering SES's instruments of service as products. Such indemnification shall extend to any claim or liability for injury or loss arising from failure to follow SES's recommendations. Client further agrees to compensate SES for any time spent or expenses incurred in defense of any such claim, in accordance with SES's prevailing rate schedules.

13. SES carries insurance for public liability, property damage, automobile liability, professional liability, and statutory worker's compensation. Certificates of coverage will be forwarded to Client upon request. Within the limits of said insurance and the limitations of article 8, SES agrees to save Client harmless from any loss, damage, injury, or liability arising directly from negligent acts, negligent errors, or negligent omissions by SES, SES's employees, agents, subcontractors and their employees, or agents arising in connection with performance of the work described in SES's proposal or work scope. SES shall not be responsible for property damage from any cause including, but not limited to, fire and explosion, beyond the amounts and coverage of SES's insurance.

14. Client shall furnish, or arrange for, reasonable and safe access to all areas of the site, facilities, or structures necessary for SES to perform the work specified in the proposal or work scope.

15. Client agrees to defend, hold harmless, and indemnify SES, its officers, representatives, and employees from and against any and all suits, claims, actions, losses and liabilities resulting from Client's violation of any federal, state or local statute, regulation, or ordinance, including without limitation the Occupational Safety and Health Administration Regulations; Department of Transportation Regulations; Resource Conservation and Recovery Act; the Clean Air Act; the Comprehensive Environmental Response, Compensation and Liability Act; and all amendments to these regulations, ordinances, and acts in effect at the time the work is performed.

16. SES will not intentionally divulge information regarding its services for Client other than to parties designated by Client in writing. Information that is in the public domain at the time SES's work is performed or is provided to SES by third parties is exempt from this limitation.

17(a). All claims, disputes, and other matters in controversy between SES and Client shall be subject to non-binding mediation as a condition precedent to other remedies provided by law. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money at issue, and requiring that the matter be mediated within forty-five (45) days of the service of notice. The mediation shall be administered by the American Arbitration Association in accordance with its most recent applicable mediation rules or by such other person or organization on which the parties agree. No other action or suit may be brought unless the mediation did not occur within forty-five (45) days after the service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if the suit is not filed prior to forty-five (45) days after service of notice.

(b). If a dispute at law arises related to services provided under these Terms and Conditions, Client agrees (a) to personal jurisdiction in the State of Indiana, (b) the claim will be brought and tried in the state or federal courts in Allen County, Indiana, and Client waives the right to move the action to another county or jurisdiction, and (c) the prevailing party, in addition to any other remedy or compensation, shall be awarded reasonable costs incurred in pursuing the claim, including staff time, court costs, attorney and expert witness fees, and other related expenses.

18. In the event that SES's field, technical, or on-site services are interrupted by causes beyond its control, SES shall be entitled to compensation for the labor, equipment, and other costs SES incurs to maintain its work force and capability for Client's benefit during the interruption. For purposes of these Terms and Conditions, such causes include, but are not limited to, unusual weather conditions or other natural catastrophes; epidemics; war; riots; labor strikes; lockouts or other industrial disturbances; protest demonstrations; unanticipated site conditions; acts of governmental authorities; inability, despite reasonable diligence, to supply personnel, equipment, or material to the project; or any other cause beyond the reasonable control or contemplation of SES.



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19. Neither Client nor SES shall delegate, assign, sublet, or transfer any duties, claims, or interest under these Terms and Conditions without the express written consent of the other. These Terms and Conditions shall be binding upon SES and Client, their heirs, executors, administrators, successors, and assigns.

20. These Terms and Conditions and the associated work scope or proposal are the final and entire agreement between SES and Client and supersede any prior written or oral agreements. These Terms and Conditions and work scope or proposal shall not be modified or amended except in writing and signed by Client (or Client's duly authorized representative) and SES. If Client issues a purchase order to authorize SES's work, the purchase order's terms and conditions shall not modify or replace these Terms and Conditions. SES's failure to object to terms in any communication from client shall not be a waiver of the terms set forth in these Terms and Conditions.

21. Any part of these Terms and Conditions later held to violate a law, regulation, or policy shall be deemed void, and all remaining provisions shall continue in force. However, Client and SES shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original voided provision. Terms and Conditions allocating liability and responsibility between Client and SES shall survive completion of SES's services.